Verified RealEstate™

Your trusted partner for buying, selling, and managing property, ensuring hassle-free service with 100% transparency.

3/350/2 Mettukuppam,
OMR Thoraipakkam,
Chennai, India

hello@verified.realestate
+91 9996 12 9996

Official Property Record

Digitally Verified Record - Powered by Verified RealEstate™



AGREEMENT FOR CONSTRUCTION

This Agreement for Construction (hereinafter referred to as the "**Construction Agreement**") is executed at Chennai on this ... day of 2024,

BETWEEN

M/S. _____, **[PAN:** _____**]** a Company incorporated as per provisions of Companies Act 1956, having its CIN: _____and registered office at _____, represented by their duly appointed **Authorized Signatory** _____, **(PAN No.**_____ **& AADHAAR No.**_____**)**, vide board resolution dated _____, hereinafter referred to as the **'Vendor/Developer'** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, executors, administrators and permitted assignees, including those of respective partners) of the FIRST PART.

For BRIGADE ENTERPRISES LTD

Authorised Signatory

AND

Mr. ....., (Aadhar No: .....), aged about ... years, Son of .... residing at ....., ..., ... , (PAN NO:.....) hereinafter referred to as the "**PURCHASER/ALLOTTEE**" (which expression shall, unless repugnant to or inconsistent with the context herein, mean and include his/ her legal heirs, executors, administrators, legal representatives) of the SECOND PART.

The Developer and the Allottee shall hereinafter be jointly referred to as "**Parties**" and individually referred to as "**Party**".

WHEREAS

A. The Vendor/Developer is the absolute and lawful owner of all that larger piece and parcel of land measuring;

(i) _____ Acres or thereabout, comprised in R.S. No. ____, in Block – _____ of _____ Village, _____Taluk, Chennai District, situated at _____ (hereinafter referred to as the "**Item 1 of Schedule A Property**"), and

(ii) _____ Sq.Ft, (i.e_____ Acres), comprised in R.S. No. _____ (Old Survey No. _____), in Block _____ of _____ Village, _____ Taluk, _____ District, situated _____ (hereinafter referred to as the "**Item 2 of Schedule A Property**").

Item 1 and Item 2 of Schedule A Property shall hereinafter be jointly referred to as the "**Schedule A Property**", having purchased the same from M/s. _____ and others, vide sale deed dated _____, registered as Document No. _____, registered at the office of the Sub-Registrar, _____.

(iii) Pursuant to purchase of the Schedule A Property, the Seller/Developer has mutated the revenue records in its name and is recorded as the owner in the TSLR records for the lands in T.S. Nos. (i) _____ measuring _____, in Block _____, (ii) _____ measuring _____, in Block _____ and (iii) _____ measuring _____, in Block _____, _____ Village, _____ Taluk, _____District.

B. The Seller acquired title to the Schedule A Property in the following manner:

1. Originally, under a Sale Deed dated _____, registered as Document No. _____, in the office of the Sub-Registrar, _____, _____, represented by its Managing Director _____, purchased all that piece and parcel of land situate on the _____, known as "_____" bearing Corporation Door No. _____ and comprised in R.S. No. _____, measuring _____ grounds and _____ sq. ft., situate within the Sub-Registration District of _____ and Registration District of _____, from (i)

For BRIGADE ENTERPRISES LTD

Authorised Signatory

_____ son of _____ (ii) _____ (Hereinafter referred to as the "**Larger Land**").

2. Pursuant to the purchase of the Larger Land, M/s. _____ has mutated revenue records in its name and was recorded as the owner for the lands measuring _____Hectares _____Ares and _____ Sq. mtrs., comprised in T.S.No._____, Block No_____, _____ Village, _____Taluk, _____ District, and have been in absolute possession and peaceful enjoyment of the same.

3. M/s. _____ was converted from a public company to a private company under Section 18 of the Companies Act, 2013 and its name was changed to M/s. _____ on _____.

4. Originally, under a Sale Deed dated _____ registered as Document No. _____ of _____, in the office of the Sub-Registrar, _____, Mr. _____, son of _____ sold the Item 2 Property, to and in favour of M/s. _____.

5. Thereafter, M/s. _____ merged with M/s. _____ vide order of the Madras High Court dated _____ in C.P. No. _____ of _____ and in terms thereof, the Item 2 Property was transferred to M/s. _____.

6. Pursuant to the above merger, the M/s. _____ has mutated revenue records in its name and was recorded as the owner for the lands measuring ____ Ares and _____ Sq.mtrs, (i.e, _____ Sq.ft), comprised in T.S.No._____, Block No._____, _____ Village, _____Taluk, _____ District and has been in absolute possession and peaceful enjoyment of the same.

7. In the manner aforesaid, the M/s._____ obtained title to and became the absolute owner of the Larger Land and the Item 2 Property.

8. Thereafter, the M/s. _____ was part of a scheme of amalgamation and arrangement (demerger). The composite scheme was sanctioned by the NCLT, Chennai under Application CA (CAA) / ___(CHE)/_____ by order dated _____ ('**Sanctioned Scheme**').

9. Under the Sanctioned Scheme, all land extents available under T.S. _____ other than an extent of _____Sq. Ft. was allotted to M/s. _____ herein along with the Item 2 Property; and the said extent of land measuring _____ sq. ft. (_____ Acres) on the South- West portion of the Larger Land was allotted to M/s. _____.

10. Thereafter, M/s. _____ and M/s. _____ have entered into a Deed of Exchange dated _____, registered as Document No._____ of _____, in the office of the Sub Registrar, _____, whereby

For BRIGADE ENTERPRISES LTD

Authorised Signatory

the land measuring an extent of _____ acres (_____ sq.ft) on the South-West portion of the Larger Land was exchanged to M/s. _____ in exchange for M/s. _____ exchanging similar extent of land on the North-West of the Larger Land to M/s. _____

11. The M/s. _____ has complied and paid the stamp duty and registration fee on the NCLT order dated _____, as stipulated in G.O (Ms) No. _____ dated _____ issued by Commercial Taxes and Registration Department, Government of Tamil Nadu, vide Document No. _____of ___sd_____ registered in the office of the Sub Registrar, _____.

12. _____ thereafter registered a Deed of Confirmation dated _____, bearing Document No. _____ of _____, in the office of the Sub-Registrar, _____ for the purpose of compliance of G.O (Ms) No. _____ dated _____, issued by Commercial Taxes and Registration Department, Government of Tamil Nadu for the purpose of payment of the stamp duty on the Madras High Court's Order dated _____ in C.P. No. _____of _____ (i.e., the merger between _____ and _____.

13. Immediately after sanctioning the scheme for merger and de-merger of entities, being the Sanctioned Scheme, _____ mutated revenue records in its name for Larger Land. Accordingly, the Revenue Authorities have mutated revenue records and issued a Patta for the Larger Lands jointly in the names of (a) M/s. _____, (b) _____ and (c) _____., for the lands totally measuring an extent of _____Hectare _____ Are _____ Sq. Mt (_____ Acres) comprised in T. S. No. _____.

14. M/s. _____ had, prior to the Sanctioned Scheme being approved by the NCLT, put up constructions after obtaining necessary statutory approvals, which were subsequently demolished after securing necessary permissions from the concerned authority.

15. By and under a Sale Deed dated _____ registered as Document No. _____ of _____ in the office of the Sub-Registrar, _____, sold land measuring;

    (a) an extent of _____ Acres (as per TSLR Extract measuring an extent of _____ Sq. Ft) comprised in T.S. No. _____(part), in Block No. _____of _____ Village, _____ Taluk, _____ District, situated at Door No. _____, _____ (Item-1 Property), and,

    (b) an extent of _____ Sq. Ft (_____ Sq. Ft as per TSLR Extract) comprised in T.S. No. _____ (Old Survey No. _____), in Block No._____ of _____ Village, _____ Taluk, Chennai District, situated at Door No. _____ (Item-2 Property).

    to and in favor of _____.

For BRIGADE ENTERPRISES LTD

Authorised Signatory

16. Pursuant to purchase of the aforesaid lands, the Present Owner has mutated the revenue records in its name and its name is recorded as the owner in the TSLR records for the lands in T.S. No. _____, _____ in Block _____and _____ in Block _____, _____ Village, _____ Taluk, _____ District, as detailed below:

T. S. No.	Extent	Name of Owner

C. WHEREAS the Vendor has formulated the scheme of development of the Schedule A Property into 'Group Development', consisting of High Rise Group Development consisting of _____ totally _____ Dwelling Unit, under the name and style "_____", hereinafter referred to as the **'Project'** and has applied for planning permissions for the same. As a part of the process of obtaining approvals, (i) vide Gift deed dated _____, registered as Document No. -_____of_____, in the office of the Sub-Registrar, _____, the Vendor had gifted land measuring an extent of _____ sq.m to the Chennai Metropolitan Development Authority towards Open Space Reservation Area (OSR), and (ii) vide another Gift deed dated _____, registered as Document No._____ of _____, in the office of the Sub-Registrar, _____, the Vendor has gifted land measuring extent of _____ sq.m, to the Chennai Metropolitan Development Authority for purpose of Street Alignment. For the purpose of the Project, the Vendor has also set apart / earmarked land measuring about _____ sq.m. for TANGEDGO Sub-Station purpose and land measuring _____ sq.m. for the purpose of access road area near Smith Road.

D. The land available for the development of the Project, after gifting of the OSR and Street Alignment and leaving land area for sub-station and access road area as described in the previous paragraph, is _____ Sq.mtrs. or (_____ Acres comprised in S.Nos._____ (part), and _____ (part), which is morefully described in Schedule B hereunder and hereinafter referred to as the **"Schedule B Property"**.

E. The developments consisting of ___ residential apartments located in the Residential Rear part of building complex in _____shall hereinafter be referred to as the **"Residential Buildings"**.

F. The Residential Buildings is being developed on the land measuring an extent of _____ sq.mt (_____ acres, i.e _____ sq.ft) comprised in S.Nos. _____ (part) & _____ from and out of the Schedule B Property more fully described in the Schedule C hereunder ('hereinafter referred to as the **"Schedule C Property"**).

G. The Vendor has obtained the requisite sanctions, authorizations, consents, No objections, permissions and approvals from the appropriate authorities for construction and development of

For BRIGADE ENTERPRISES LTD

Authorised Signatory

the Project vide Planning Permit No. _____, and Permit No._____, dated _____ issued by CMDA and Building Permit No. ----------, dated ---------issued by Greater Chennai Corporation;

H. The Vendor has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at Chennai on ---------under registration No.---------;

I. The Purchaser desirous of owning an apartment/flat in the Residential Building, has approached the Seller/Developer in this regard. On demand by the Purchaser/s, the Seller/Developer has provided the CD of the title documents pertaining to the Schedule A Property to the Purchaser/s to enable the latter to carry out the Legal Due Diligence to their satisfaction about the title of the Schedule C Property. The Purchaser/s after verifying the Seller's right, title and interest to the Schedule A Property, and upon being satisfied with the Seller's ownership of, and marketable title to, and building related approvals for the Schedule C Property, and the project related sanctions, authorizations, consents, no objections, permissions and approvals issued by the appropriate authorities and satisfied with the statutory compliance of the project and after understanding the Scheme of Development, has offered to purchase an Apartment bearing No..... , hereafter referred to as the **"Apartment/unit"** more fully mentioned in the Schedule D Property, along with the ..... square feet of an undivided share of land in the Schedule C Property, more fully described in Schedule D and both Apartment/ Unit and its proportionate undivided share in the land shall collectively hereinafter referred be referred to as the **Schedule D Property.** The Purchaser/s has/have further confirmed that Purchaser/s has/have carefully read the conditions of this Agreement and has/have understood his/her/its obligations and liabilities and limitations as set forth herein and has/have neither relied upon nor been influenced by any marketing brochures, e-mails, advertisements, representations of any nature whatsoever whether written or oral. The Purchaser/s upon being satisfied as aforesaid and relying upon his/her/its own judgment and investigation(s), has/have approached, and offered to purchase the Schedule 'D' Property.

J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

K. The Purchaser/s hereby confirm that he/she/they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

M. The Seller/Developer has offered to sell the Schedule D Property free from all encumbrances and the Purchaser has accepted the said offer and agree to purchase the same for consideration mentioned in the Schedule D below.

For BRIGADE ENTERPRISES LTD

Authorised Signatory

N. The Seller/Developer has agreed to provide common amenities and amenities in the Residential Building, which are common to all the apartment owners in the Residential Building. The common amenities and facilities will be handed over to the Association.

O. The parties have decided to reduce the terms and conditions mutually agreed upon into writing through these presents.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **Definitions and Interpretation:**

In this Agreement, the following words and expressions, when written in bold letters, shall have the meanings assigned herein. When not written in bold letters, such words and expressions shall be attributed their ordinary meaning.

a. "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) and includes the Tamil Nadu Real Estate (Regulation and Development) Rules, 2017 and their amendments made from time to time, where the context so requires.

b. "**Agreement**" shall mean this Agreement to sell the Schedule D Property including the schedules and annexes hereto, as may be amended from time to time.

c. "**Association or Association of Apartment Owners or Owners Association**" shall all mean the same, being the Association of Apartment Owners to be formed by the Sellers, in respect of the Project in terms of the provisions of the Tamil Nadu Apartment Ownership Act, 2022;

d. "**Balance Sale Consideration**" shall mean any part of the sale consideration which has not been paid and is required to be paid under this Agreement in terms of the installments set out in terms of Schedule _____ hereto, each of which individually also being balance sale consideration and collectively also referred to as balance sale consideration.

e. **"Booking Amount"** shall mean 10% of the total sale consideration mentioned in this Agreement.

f. "**Carpet Area**" shall mean the net usable floor area of an apartment as defined under Section 2(k) of the Act.

g. "**Force Majeure**" shall mean and include delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity or reasons beyond the control of the Sellers/Developer, which caused by nature affecting the regular development of the Project.

h. "**Interest**" means the rate of interest payable by the Seller or the Purchaser/s as the case may be in terms of this Agreement which is to be calculated at the rate of 2% over and

For BRIGADE ENTERPRISES LTD

Authorised Signatory

above the State Bank of India base rate/highest Marginal Cost Lending Rate (MCLR) or as fixed by the RERA from time to time.

i. "**Party**" unless repugnant to the context, shall mean a signatory to this Agreement and "Parties" unless repugnant to the context, shall mean a collective reference to all the signatories to this Agreement.

j. "**Person**" shall mean any natural person, limited or unlimited liability company corporation, general partnership, limited liability partnership, proprietorship, trust, union, association, or other entity, enterprises, and shall include any other person as defined under the Act.

k. **"Sale Deed"** shall mean the deed of sale to be executed by the Sellers for legally conveying the absolute right, title and interest in the Schedule D Property on the terms and conditions contained therein under the Scheme.

l. For all intents and purposes and for the purpose of the terms and conditions set out in this Agreement, singular includes plural and masculine includes feminine gender.

m. The terms and conditions set out herein below shall prevail in case of any inconsistency or conflict, between the terms and conditions contained in other documents executed between the Parties.

2. CONTRACT FOR CONSTRUCTION

2.1 In consideration of the Allottee agreeing to pay the amounts set out in the Payment Plan as mentioned in Annexure III **("Consideration")**, and the other amounts mentioned in this Construction Agreement within the specified timelines the Developer agrees to construct, allot and deliver the said Unit to the Allottee at the cost of the Allottee, in the Project known as " _____"" being developed by the Developer in the Schedule A Property.

2.2 The specifications for construction of the said Unit are set out in detail in Annexure I **("Specifications")** and the Developer agrees to construct the Unit in accordance with the said Specifications and as per the approved plans sanctioned by the Chennai Metropolitan Development Authority **(CMDA)** and the local authorities concerned.

2.3 The Developer shall, subject to applicable laws, be empowered to carry out any variations and/or modifications as the Developer may consider necessary or as may be required by any public authority to be made in such plans of constructions or as may be necessitated due to exigencies, but without substantially altering the size of the said Unit or its external dimensions.

For BRIGADE ENTERPRISES LTD

Authorised Signatory

3. **CONSIDERATION**

3.1. The Purchaser has, on this day, paid to the Seller/Developer, an amount of **Rs...../-** (Rupees ..... only) as advance sale consideration vide Cheque/NEFT No: ..... dated ..... drawn on **.....BANK**.

3.2. The Purchaser undertakes to pay the balance Sale Consideration of **Rs...../-** (Rupees .....only) as per the Payment Schedule, and subject thereto, the Sellers agree to execute and register the deed of sale for conveying the Schedule D Property hereunder simultaneously with the handing over the Possession of the Apartment/Unit.

3.3. The Purchaser in addition to the consideration amount to the Seller shall also pay the following other charges as mentioned in the **Annexure II**:

a) The Allottee shall pay a separate sum to form a corpus fund including the campus corpus fund (if any) as mentioned in the **Annexure II**, at the time of registering the sale deed or soon thereafter, in any case , well before taking delivery of possession of the said Unit. This Corpus fund shall thereafter be handed over by the Seller/Developer to a duly formed Association. Upon handing over, the Association shall deposit this fund with any reputed bank and utilize the interest from the deposit for any major long term maintenance expenses.

b) The Allottee(s) shall make the payment towards the maintenance charges calculated at the rate of **Rs.**__/- (Rupees ___ Only) per sq. ft, per month plus taxes on the super built up area of the Schedule D Property, at the time of handing over possession of the Schedule D Property towards ___ **months** maintenance charges.

c) The Allottee will also be liable to pay the other deposits, charges, levies, taxes, duties and demands as stipulated in **Annexure II** herein. The timely payment of these sums is vital for the purpose of obtaining the required facilities like electricity/water supply, sewerage connections, lifts etc., from various government authorities and private agencies. In case new levies, taxes, charges demands, increase in development charges etc which is not now in existence and may be applicable in future, during the currency of this Agreement till delivery of the possession of the Apartment, the Allottee hereby agrees and binds himself/herself/themselves to pay such additional levies, taxes, demands and other charges in proportion to the area of the Apartment.

d) Apart from the Sale Consideration stated above, the Purchaser shall also be liable to pay the Stamp Duty and Registration Fees and all other costs and expenses in respect of execution and registration of relevant deeds for the transfer of the Schedule D Property as may be prevailing at the time of registration.

e) All government rates, taxes, on land, municipal tax, property taxes or levies of all and any kind by whatever name called, whether levied or leviable now or in future or any

For BRIGADE ENTERPRISES LTD

Authorised Signatory

enhancement of the prevailing taxes by any Government Authority shall be paid on pro-rata basis and the determination of proportionate share by the seller thereof shall be final and binding on the Allottee/s.

3.4. The Purchaser/s shall not be entitled to question the cost at which the Sellers/Developer sell/construct other apartments / buildings in Project '_____' for others and the quantum of deposits and other sums referred to above. The Seller/Developer shall be free to determine and agree upon the cost of construction, payment of other sums and specifications for others. The Purchaser/s shall have no right to question the same.

3.5. The timely payment of the Consideration by the Allottee, to the Seller/Developer, as per the payment plan, is the essence of this Contract, as any delay would cause undue hardship to Seller/Developer. The Seller/Developer shall periodically intimate to the Allottee, the amount payable as stated in the Payment plan and the Allottee shall make payment within 15 days from the date of such written intimation.

3.6. The Purchaser agrees not to delay, withhold or postpone the payments due under the Payment Schedule on any ground whatsoever, and in the event of the Purchaser delaying, withholding or defaulting such payments, any consequential sufferance or damages shall be at the risk of the Purchaser. Any breach of the Payment Schedule by the Purchaser would entitle the Seller/Developer to, at its sole discretion, either:

3.6.1. continue with this Agreement and claim the amounts in default or arrears with interest at the rate of State Bank of India highest Marginal Cost Lending Rate + _% per annum or interest rate prescribed from time to time by the Real Estate Regulatory Authority (RERA), payable from the date of default up to the date of payment; or

3.6.2. Unilaterally terminate this Agreement, Subject to ___ days' notice; terminate this Agreement and re-allot Schedule D property to another party and the Purchaser shall thereafter have no right, interest or claim over Schedule D Property. Consequent to such termination, subject to deduction of the booking amount (_%), the Seller/ Developer shall refund the monies collected from the Allottee within _____days of such cancellation without interest, simultaneous to the Allottee executing necessary cancellation and registration of the Agreement and/or sale deed by the Allottee. The Allottee (or its Lender) shall receive the refund (if any) of the amounts paid by the Allottee only upon the Allottee executing and registering the deed of cancellation of this Agreement.

3.7. If the Purchaser/s has/have availed housing loan facility from any financial institution or the Bank, then in that event based on the terms of such loan, after deduction of Booking Amount, and interest liabilities, the balance amount would be handed over to the financial institution or the Bank, and against the receipt of such amount, the financial institution or the Bank as the case may be shall forthwith issue "no dues certificate" in favour of the Developer/Seller and handover the original of this Agreement that may be deposited by

For BRIGADE ENTERPRISES LTD

Authorised Signatory

the Purchaser/s or cause the Purchaser/s to handover this Agreement against the Seller paying the amounts to the financial institution or the Bank. On refund of the amount as stated above to the Bank or Financial Institution this Agreement shall be deemed to be cancelled / terminated and the Seller shall be entitled to deal with Schedule 'D' Property in any manner with a third party at its discretion. In such an event the Purchaser hereby authorizes the Seller to cancel the Agreement of Sale by executing and registering such cancellation agreement and to that extent the agency is created in favour of the Seller by the Purchaser.

3.8. Any of the above circumstances there is no refund of any of the taxes paid by the Seller on behalf of the Purchaser/s. The Purchaser/s can directly claim the same from the concerned department.

3.9. The Purchaser/s shall be solely responsible to deduct taxes at source at the rate of 1% on the total sale consideration as required under Section 194IA of the Income Tax Act, 1961 (IT Act) for each of the payments made towards the sale consideration and comply with the provisions of the IT Act. The Purchaser/s also undertake/s to issue a certificate of deduction of tax in Form 16B to the Seller on or before 5th day of the subsequent month of deduction.

3.10. The Allottee shall not be entitled to raise any objection or question the rates/costs/charges at which the Seller/Developer sells other Apartments in the Project for others. The Seller/Developer shall be free to determine and agree upon the sale consideration, payment of other sums and specifications for others, the Allottee shall have no right to question the same.

3.11. The Allottee, 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 for acquisition/sale/transfer of immovable properties in India etc. and provide the Seller/Developer with such permission, approvals which would enable the Seller/Developer to fulfil 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 Seller/Developer accepts no responsibility in this regard. The Allottee shall keep the Seller/Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Seller/Developer

For BRIGADE ENTERPRISES LTD

Authorised Signatory

immediately and comply with necessary formalities if any under the applicable laws. The Seller/Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee 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 Seller/Developer shall be issuing the payment receipts in favour of the Allottee only.

4. **INSPECTION**

The Developer agrees to permit the Allottee to have access at all reasonable times to the works after completion and before handing over of the Unit and to inspect the same. However, the Allottee shall not have the right to obstruct or interfere or hinder the progress in development and/or construction on any ground and at any time. In the event of any dispute with regard to the rate of progress and/or quality of construction of the said Unit, the Parties shall first attempt to resolve it mutually, failing which, the Parties shall adhere to the dispute resolution mechanism set out in clause 22 below.

5. **COMPLETION AND HANDING OVER OF POSSESSION**

5.1. The Developer shall endeavour to complete the construction and hand over possession of the said Unit on or before ..... ('Handover Date') with an additional grace period of 6 Months. The Developer understands that timely delivery of possession of the Unit is the essence of the Agreement. The Developer, based on the approved plans and specifications assures to hand over the possession of the Unit as committed, subject to a) the Allottee making all payments in accordance with the Payment Plan and b) no delays caused by Force Majeure events. The Developer is entitled to under Section 6 of the RERA to apply to the RERA Authority to seek extension of time for completion of the Project. The Allottee acknowledges and accepts the same and shall have no objection in this regard. In the event of such extension of time being granted by the RERA Authority, such extended date for completion of the Project shall be deemed to be the Handover Date.

5.2. The Allottee confirms and agrees that the Completion Certificate for the Building Project will be issued by the CMDA and the local authorities concerned, after completion of the Project and after compliance with all the requirements of the CMDA/ local authorities. The Developer shall not be faulted with, for any delay in the issuance of the Completion Certificate by the CMDA/ local authorities, as long as such delay is not attributable to any act / omission / illegality committed by the Developer and the Allottee shall not be entitled to claim any damage/loss against the Developer for such delay, if any.

5.3. The Allottee confirms and agrees that the Developer shall use its best efforts to obtain electrical, water and sewage connections for the said Unit within the time stipulated in clause 6.1 above. However, no responsibility will be accepted by the Developer for any delay in obtaining such connection, clearances or certificates from the statutory authorities, provided

For BRIGADE ENTERPRISES LTD

Authorised Signatory

such delays are not attributable to any act / omission / illegality committed by the Developer, and the Allottee shall not be entitled to claim any compensation/damage/losses against the Developer for the same.

5.4. Developer's Covenant: The Developer shall, subject to the provisions contained in clause 6.1 above, complete the development of the Project. In the event the Developer delays the completion and / or handing over of the said Unit (Force Majeure event and events stipulated in clause 6.1 above are excepted) beyond the Handover Date,the Allottee is entitled to the following:

5.4.1. Stop making further payments to Developer as demanded by the Developer. If the Allottee stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest;

5.4.2. He/she shall be paid, by the Developer, interest at the rate of State Bank of India highest Marginal Cost Lending Rate + _% per annum or interest rate as prescribed from time to time by the Real Estate Regulatory Authority for the delay in completing and handing over the said Unit. However, if the Allottee defaults in making timely payments as mentioned in Annexure-III, the Allottee shall not have the right to claim any interest or compensation from the Developer. or

5.4.3. Allottee shall have the option of terminating the agreement and to claim back the entire money paid (excluding the money paid by the developer on behalf of the Allottee towards GST, TDS etc., for the schedule D apartment /Unit), simultaneous to the execution of Cancellation agreement and registration thereof, if required.

5.5. The Allottee is entitled to possession of the said Unit after paying in full all the dues including various deposits mentioned in this Agreement as well as under the Agreement of Sale and overdue interest, if any. The Developer, upon completion of the Unit , shall issue a notice to the Allottee intimating that the said Unit is ready for use and occupation and calling upon the Allottee to take possession of the Unit ('**Notice of Handover**').Within a period of 15 days from the date of the Notice of Handover , the Allottee shall take possession of the same. It is acknowledged and confirmed by the Parties herein that the Unit is deemed to have been handed over to the Allottee and that the Allottee has taken possession of the Unit upon completion of a period of ____ days from the Notice of Handover. The Allottee shall execute all the necessary papers for acknowledging delivery of possession of the said Unit by the Developer. In case where the Allottee has failed to take possession of the Unit upon completion of a period of __ days from the Notice of Handover, the Notice of Handover shall be treated as the letter acknowledging delivery of possession of the said Unit. Further, the Allottee shall be liable to pay holding charges of Rs..../- Per sqft on the saleable area for the delayed period computed from the expiry of __ days from the Notice of Handover till the date of taking over the

For BRIGADE ENTERPRISES LTD

Authorised Signatory

possession and the Allottee shall continue to be liable to pay the maintenance charges as applicable for the said period.

6. SPECIFICATIONS:

6.1. The Specifications of the Apartment agreed between the Seller and Purchaser/s are detailed in **Annexure I** to this Agreement and the Seller/Developer has constructed the Apartment in accordance with the said specifications or equivalent thereto. The Purchaser/s shall not seek for any modifications in the plans of the apartment at any time. In the event of Seller/Developer agreeing to modify the specifications, the same will be at mutually agreed cost and timelines. It is made clear that many of the materials used in development of Schedule C Property including in the Apartment includes marble, granite, wood, etc., and are natural materials and are subject to variations in tone, grain, texture, colour and other aesthetic features, which are beyond the control of the Seller/Developer and while the Seller/Developer agrees to use the quality materials available, they are unable to assure that the materials used in the building would exactly match the samples shown with regard to said features. Similarly manufacturing materials such as ceramic/vitrified tiles, anodized/powder coated aluminum, sanitary ware, etc., are subject to colour variations and warping due to the inherent manufacturing process and hence the finished product may have colour variations which are again beyond the control of the Seller/Developer. The Seller/Developer would be relying upon the manufacturers and suppliers for its raw materials, such as marble, granite, timber, tiles, aluminum, sanitary ware, etc., There is possibility that the materials specified and shown as samples may not be available at that point of time and in such an event, the Seller/Developer reserves the right to substitute with equivalent alternative.

7. COMPLETION & DELIVERY OF POSSESSION:

7.1. The Seller/Developer will deliver possession of the Schedule 'D' Property to the Purchaser/s, on execution and registration of sale deed. Though Seller/Developer shall endeavor to obtain electrical, water and sewerage connections within the stipulated time, no responsibility will be accepted by the Seller/Developer for delays in obtaining such connections, Clearances and other Certificates from the statutory authorities and Purchaser/s shall not be entitled to claim any damage/ losses/ interest against the Seller/Developer on the ground of such delay. If there is delay in securing permanent connections, temporary connections will be provided till permanent connections are secured. The Purchaser/s shall pay the consumption charges as per bills raised.

7.2. The Seller/Developer shall execute the Sale Deed in respect of Schedule 'D' Property in favour of the Purchaser subject to the Purchaser makes the full payment under this Agreement and any delays caused by force majeure event.

7.3. The Purchaser/s shall take possession of the Schedule 'D' Property after paying in full all the dues including various deposits mentioned in this Agreement and overdue interest, if

For BRIGADE ENTERPRISES LTD

Authorised Signatory

any, within _____ days from the date of receipt of the notice in writing by the Purchaser/s and time shall be the essence of the contract in that behalf. Failure on the part of the Purchaser/s to take possession of the Schedule 'D' Property by procuring registered Sale Deed after receiving intimation/notice from the Seller, discharges Seller's obligation under this Agreement to the Purchaser, apart from Seller being entitle to levy holding charges as per clause 4.5.

7.4. The Purchaser/s shall be liable to bear and pay to the Seller/Developer the following expenses commencing from handing over the Apartment or intimation that Apartment is ready for handing over, without affecting the right / interest of the Purchaser

a) the minimum electricity and water demand charges and wi-fi charges.

b) property taxes in respect of the Schedule 'D' Property and other outgoings such as electricity charges and expenses incurred by the Seller for maintenance of the Schedule 'D' Property.

7.5. The Purchaser/s shall receive possession of the Schedule D Property on or before the dates stipulated by the Seller/Developer in writing, by executing the Sale Deed and getting the same registered. In case the Purchaser/s defaults in receiving possession as aforesaid and/or complete the purchase, the Seller is entitled to receive, and Purchaser/s shall be liable to pay **Rs.___/- (Rupees__ Only)** per sq. ft. of the Saleable area per month as holding charges for the period up to 6 (Six) months and beyond that at the increased rate of Rs. __/- (Rupees ____ only) per sq. ft per month if the delay continues beyond initial period of 6 (Six) months. The period of delay shall be computed from expiry of 15 days of notice period for taking over possession till actual handing over, which the Purchaser/s agrees to pay the same before receiving possession of Schedule D Property. In addition, the Purchaser is also liable to pay maintenance charges for the said period.

7.6. The Purchaser/s upon taking possession of the Apartment, shall be deemed to have accepted that the Apartment as fully completed in all respects as per the specifications and the Purchaser/s shall not have any claim against the Sellers/Developer for any items of work in the Apartment which may be alleged as not carried out or completed by the Developer/Seller. This however shall not be applicable to any snags reported by the Purchaser/s at the time of taking over of the Apartment, which shall be attended to and rectified by the Developer/Seller.

7.7. Notwithstanding anything stated in Para-3 above, it is made clear that the possession of Schedule D Property will be delivered only at the time of registration of the Sale Deed and not before that.

8. LOAN:

8.1. If the Purchaser/s is/are desirous of obtaining a loan to finance the payments of the sale consideration, the Purchaser/s shall at his/her/their own cost, expenses apply for such loan (hereinafter called "The Loan") from a Bank or a financial institution (hereinafter called "The

For BRIGADE ENTERPRISES LTD

Authorised Signatory

Financier") and execute all necessary forms and documents and pay all fees, legal costs, stamp duty expenses etc., in respect thereof; the Purchaser/s shall be liable for the due and proper performance of all the terms and conditions of the loan documents.

8.2. The Purchaser/s undertakes to do all acts, things and take all steps that are required to get the loan amount disbursed and paid to the Seller/Developer without any delay and in the manner mentioned in this Agreement.

8.3. Notwithstanding whether the loan is obtained or not, the Purchaser/s shall still be liable to pay to the Seller on the due dates, the relevant installments and other sums due under this Agreement and in the event if there is any delay and/or default is made in the payment of such amount/s, the Purchaser/s shall be liable to the consequences including payment of interest on the outstanding payments as provided in this Agreement.

8.4. If the Purchaser/s fails/s to obtain the Loan for any reasons, whatsoever, the Seller shall not in any way be liable to the Purchaser/s for any loss, damage, cost or expenses howsoever, arising or incurred and such failure to obtain the loan shall not be ground to terminate this Agreement or delay in the payment or for any non-payment on due dates of any amounts set out in this Agreement.

8.5. The Purchaser/s shall indemnify and keep the Seller, indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the said covenants and conditions by the Purchaser/s as mentioned in the Agreement.

8.6. The Purchaser/s agree that in case the Purchaser/s opts for a loan arrangement with any financial institution/banks, for the purchaser of the Schedule D Property, the conveyance of the Schedule D Property in favour of the Purchaser/s shall be executed only upon the Developer/Seller receiving No Objection Certificate, from such financial institution/Banks from where the Purchaser/s has/have availed financial assistance for the purchase of the Schedule D Property.

9. NATURE OF RIGHT AND USAGE

9.1. It is agreed that the Residential Building to be constructed shall be held and owned by all the Apartment purchasers together and each of them having proportionate undivided share and ownership in the land as per the terms and conditions herein and to be contained in the Sale Deed to be obtained from the Seller/Developer.

9.2. The Purchaser/s shall also have an undivided proportionate share in the common areas. Since the share / interest of Purchaser in the common areas is undivided and cannot be divided or separated, the Purchaser shall use the common areas along with other residents, maintenance staff etc., without causing any inconvenience or hindrance to them.

For BRIGADE ENTERPRISES LTD

Authorised Signatory

Further, the right of the Purchaser to use the common areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.

9.3. The Purchaser/s agree/s to enjoy Schedule C Property to be sold in common with other allottees of undivided shares and title in Schedule 'B' Property and shall be entitled to all those Rights stated in Schedule 'D' herein and the Purchaser/s be liable to comply and adhere to the restrictions and obligations imposed on the Purchaser/s as stated in clause __. The Seller/Developer however shall be entitled to confer additional benefits and rights to specific purchasers at its discretion.

9.4. The Purchaser/s further covenant/s to use and enjoy all the common areas and amenities such as roads and open spaces, common electrical lines and lighting, water lines, sewers, drains, pipes, internal roads, pavements, etc., in "_____" as and when permitted in common with other purchaser/s and other occupants of development in Schedule 'B' Property. The Purchaser/s shall not place objects/things/articles which may hinder free use of any common amenities.

9.5. At the end of the project, the Seller/Developer shall transfer the common areas and facilities including passage, lift, lift lobby, security room, STP etc., to owners Association and the necessary documentation will be done for effectual transfer. The necessary stamp duty and registration charges will be borne by Purchaser/s, proportionately.

9.6. The Purchaser/s agree that the Garden Areas and other greenery abutting the buildings in "_____" are for common use and enjoyment of the apartment purchasers of the said residential buildings and the same shall be kept free from obstructions and constructions at all times and always be kept as garden areas only. None of the apartment owners shall erect any compound or fencing around their Building.

9.7. It is expressly agreed and recorded that the specific and general rights arising out of this Agreement in favour of the Purchaser/s are confined only with respect to the land on which the Residential Building in Schedule 'B' Property is envisaged. The Purchaser/s shall not be entitled to claim any right or interest or title of whatever nature in respect of balance portion of the land and/or areas or development in Schedule 'B' Property. The Seller are free and entitled to carry on development activities on the said balance portions at any time as they deem fit and the Purchaser/s of the Schedule D Property will not have any right to object against such development or claim any interest therein. The Seller have reserved the right of usage of roads and passages and facilities in the Schedule B Property in perpetuity for purposes of supporting the development and maintenance of services therein. The perpetual easementary right of access is created in favour of the Seller or their nominees/employees/agent or persons claiming under them at all times. Further, the Purchaser/s agrees and undertakes to execute any such separate writings as may be required by the Seller, confirming unfettered easementary right in favour of the Seller, at anytime hereinafter. Easementary right of access created in the Schedule 'B' property will ensure to the benefit of the Seller/Developer or their

For BRIGADE ENTERPRISES LTD

Authorised Signatory

nominees/employees/agent or persons claiming under them at all times and perpetually and also between the projects interest, for the benefit of the Purchasers of both the projects. The aforesaid term is of the essence of this Agreement.

9.8. The Purchaser/s agree and acknowledge that the Seller/Developer have the right to make additions to or put up additional floors/structures in the buildings in "_____" and/or in Schedule B Property as may be permitted by the competent authorities and such additional structures may result in change in the common areas and facilities in the Schedule B Property. The Purchaser hereby grants permission in favour of the Seller/ Developer to make such additional modification, as may be permitted by the Authority. The construction of any additional floors will be done prior to obtaining the Completion Certificate for the Tower by the plan sanctioning authorities. The Seller/Developer shall also be entitled to connect the electricity, water and sanitary connections and drainage fittings for such additional structures with the existing electricity, water and drainage sources. The Purchaser/s further agree that even after taking possession of the Apartment, they shall have no objection for the Seller/Developer in continuing with the construction of additional structures and/or buildings adjacent to or above the buildings in Schedule B Property on any ground whatsoever (including but not limited to nuisance) or claim any compensation by whatever name called or with hold any payment stipulated herein.

9.9. The Seller/Developer as aforesaid will be developing the buildings in Schedule `A' Property. The Purchaser/s is/are aware that the development in the adjoining buildings and/or in subsequent developments in the Schedule A Property will be continuous and progressive day and night. The Purchaser/s agree/s not to question the said construction or prevent the same by complaining that the activities in the adjoining buildings/the remaining portion of the Schedule B Property is causing pollution or noise and/or disturbance and it is one of the essential terms of this agreement.

9.10. The Purchaser/s shall not require or undertake before/after delivery of possession of Apartment any additions/deletions/modifications/changes in position etc., of the windows, doors, overall footprints of the Apartment, internal layout of the apartment, toilets and kitchen, sit outs/ balconies/ decks (covered or uncovered), architectural features (external/internal), fabrication works (grills, balcony railings, staircase railings etc,.) and external painting, other than what is provided for in the design by the Architects and Seller/Developer.

9.11. Upon handing over Apartment, the Purchaser/s shall not make any structural alterations to the Apartment and/or effect any change to the plan or elevation and shall not enclose the balconies attached to the apartment. Purchaser/s shall not make electrical and / or plumbing changes to Apartment without prior written approval from the Seller and / or Association as the case may be. The Purchaser/s shall be liable to Seller/Association for the loss or damage inflicted to the Building due to him changing the

For BRIGADE ENTERPRISES LTD

Authorised Signatory

electrical and/or plumbing. The Purchaser/s while carrying on the interior decoration work within the Apartment shall not cause any nuisance/annoyance to the occupants of the other apartments in the building and shall not use the common areas, roads, open spaces in the Schedule B Property for dumping materials/ debris etc. The Purchaser/s shall strictly observe the rules, regulations, restrictions that may be generally/specifically imposed/prescribed by the Seller/Developer or the agency appointed periodically for the maintenance of all common areas and facilities in "_____".

9.12. All interior related works that the Purchaser/s may take up on his/her/their own can be taken up only after handing over possession of the apartment to the Purchaser/s by the Seller/Developer . The Purchaser/s shall carry out interior works all days except Sundays & declared holidays during the daytime between 9 A.M. and 6 P.M. The Purchaser/s shall be fully liable and responsible for clearing at their cost the debris generated. The Seller/Developer do not owe any responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to the Purchaser/s but originally carried out by the Seller/Developer . The Seller/Developer shall not be responsible/liable for any thefts during the course of the interior works.

9.13. The Purchaser/s shall not, without the prior written consent of the Seller/Developer, make any structural alterations or additions to the Apartment or permanently remove there from any fixtures or fittings provided therein if any. However, the Purchaser/s may undertake temporary partitions, or install any electrical equipment required for Purchaser/s operations, including but not limited to Computer systems, electronic devices, CCTV, telephones, etc. The Purchaser/s shall carry out, at his/her/their own cost and expenses and without claiming any reimbursement from the Seller/Developer , minor non-structural additions or improvements to the Apartment. The Purchaser/s shall not do any act, which will cause or tend to cause any damage to the structure and facade of the buildings.

9.14. The Seller/Developer reserve the right to retain/remove/plant any trees/plants, electrical equipment, road structures, garbage bins etc., in the Schedule B Property, which the Purchaser/s accept/s and consent/s. The Purchasers/s has/have expressly given consent for variations and/or modifications as the Architect/Seller/Developer may consider necessary from time to time during the course of construction. The Architect and Seller/Developer are the final decision makers on these aspects and the Purchasers/s shall not interfere or question the design, costs, construction processes etc., implemented by the Seller/Developer .

9.15. The Purchaser/s hereby agrees, undertake/s and covenant/s with the Seller/Developer that he/she/they shall not at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by, or granted to the Seller/Developer under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, and the

For BRIGADE ENTERPRISES LTD

Authorised Signatory

Purchaser/s shall be bound and liable to render to the Seller/Developer , all necessary assistance and co-operation, to enable the Seller/Developer to exercise and avail of the same.

9.16. The proportionate undivided share in the Schedule C Property is to enable the Purchaser/s to own the Apartment in Schedule C Property and not for any other purposes. The Purchaser/s shall not raise any objections or prohibit in any manner to exercise the powers of the Seller/Developer under this Agreement in relation to the extent of the FSI in respect of Schedule B Property either present or at any time in future. The Seller/Developer are also entitled to utilize Transferable Developmental Rights in constructing the Schedule B Property.

9.17. The Car parking areas provided in the Property are for the benefit of all the buyers/owners/occupants of the apartments in the said building. The Car parks are allotted to each of the buyers/owners of the apartments for facilitating the smooth functioning and use of Car parking areas. The parking area earmarked for the Purchaser/s by the Seller/Developer are binding on the Purchaser/s and the Purchaser/s agree/s to receive the same without any objection.

9.18. The parking space earmarked to Purchaser/s is for exclusive use and enjoyment by Purchaser/s and the Purchaser/s shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space.

9.19. The Purchaser/s on allotment of the car parking area, other than use of the same, shall not have any power or authority to transfer the same other than with the apartment and the undivided share described in Schedule D herein. In addition thereto the Purchaser/s shall not allow the use of the car parking/s allotted for use and enjoyment of the same by any person who does not own or occupy an apartment in the development in Schedule C Property.

9.20. The Purchaser/s shall not bring into the Purchaser Car Parks at any time any petroleum or other inflammable volatile oil or substance other than petroleum in the fuel tank of any motor vehicle and will not cause any nuisance, damage, obstruction, annoyance or inconvenience to the car parking spaces of other Residence Owners.

9.21. The Purchaser/s will not bring into or on the Purchaser Car Parks or allow to remain there any un-road worthy or excessively noisy motor vehicle or any motor vehicle incapable of being accommodated within a standard passenger car parking space or within the clear height of a level in the Purchaser Car Parks.

9.22. The Parking and use of the Purchaser Car Parks is solely at the Purchaser's/s' risk. The Purchaser/s will have no claim against the Seller/Developer or its contractors or otherwise or against any one whom they represent or any of the employees or agents of

For BRIGADE ENTERPRISES LTD

Authorised Signatory

the Seller/Developer or its contractors for any loss or damage to property or personal injury or loss of life directly or indirectly related to the Purchaser's/s' use of the Purchaser/s Car Parks. Furthermore, the Purchaser/s will indemnify the Seller/Developer s against any such claims and the costs thereof.

9.23. The Purchaser/s shall not at any point of time, by virtue of agreeing to purchase the undivided share in Schedule C Property in his/her/their own name/s, claim a superior right of any nature over such other apartment owners in the Schedule B Property that may agree to buy or hold his/her/their undivided share and in particular, the Purchaser/s shall not object to use of any amenity or facility in Schedule C Property in the manner provided herein by any of the residents of buildings being developed on the Schedule C Property.

10. TITLE & TITLE DEEDS

10.1. The Purchaser/s is/are provided with CD relating to all title deeds of the Schedule C Property and after being satisfied as to the title of the Seller to the Schedule C Property and the Seller/Developer right to develop Schedule C Property has/have entered into this Agreement. The Seller/Developer agrees to handover the original documents to the Association of Purchasers to be formed by the purchaser/s of apartments and other built spaces of the Residential Buildings at the end of the Seller/Developer completing the development of the total project.

10.2. The Purchaser/s has/have no objection for the Seller/Developer to create charge or mortgage on Schedule C Property for raising funds to commence and complete the development and construction in the Schedule C Property without affecting the rights of the Purchaser. However, the Seller/Developer alone are responsible for discharge of the said charge or mortgage before sale of Schedule C Property. The Seller/Developer agrees to secure necessary No Objection Certificates from the lending Bank/Institution and furnish the same to the Purchaser/s at the time of conveyance of Schedule D Property, confirming that Schedule D Property being free from the said charge or mortgage.

11. DISCLOSURES

11.1. The Purchaser/s acknowledge/s and confirm/s that the Seller/Developer has fully disclosed to the Purchaser/s as to the Seller's title and all approvals obtained by them for the development of the project and the Purchaser/s has/have reviewed all of them and after having understood the implication thereof has entered into this Agreement- and the Purchaser/s has/have agreed to all of the Disclosures and the Purchaser/s, expressly grant/s its consent and no objection to the Seller/Developer to undertake every action as per Disclosures.

a) The Common Amenities and Facilities and the Common Areas will be developed by Seller/Developer in terms of Specifications and are to be maintained by all the Owners/Occupants of the Project in common irrespective of the location of such Common Area and the Common Amenities and Facilities.

b) The Ownership of Commercial facilities (shops, offices etc or other community building/commercial facilities if any provided in the project by the Seller/Developer

For BRIGADE ENTERPRISES LTD

Authorised Signatory

/Seller) shall belong to the Seller and Purchaser/s is /are not entitled to undivided possession over those Commercial facilities. Those Commercial facilities do not fall under common areas and facilities. The Seller has the absolute right with respect to the Commercial facilities. Purchaser/s has/have the right of usage in respect of such Community & Commercial facilities, subject to ownership rights of the Seller.

c) That, the Seller/Developer has availed financial facility from _____ Bank and in view thereof, the Seller/Developer have deposited the documents of title, evidences, deeds and writings in respect of the land with the Bank which has provided it's no objection to the Seller/Developer to proceed with the execution of this Agreement. The undivided share agreed to be sold under this Agreement would be released from the charge of if the Purchaser/s take/s a loan or before the conveyance of the undivided share agreed to be sold in terms hereof, whichever is earlier OR

That the Seller/Developer may avail additional financial facility from Banks and Financial Institutions by depositing the documents of title of Schedule ` A 'Property or otherwise, thus creating charge on the said Property. The Purchaser /s shall not have any objection for the same and hereby gives specific consent to the Banks and Financial Institutions to enable the Seller/Developer to raise the financial facility. However, the Seller/Developer agrees to get the undivided share agreed to be sold under this Agreement released from the charge, if the Purchaser/s take/s a loan or before the conveyance of the undivided share agreed to be sold in terms hereof, whichever is earlier.

d) That the Seller at their sole discretion either decide to transfer the proportionate indivisible share of the Purchaser/s in the Common Amenities and Facilities and the Common Areas in the Project to the Purchaser himself or transfer to the Association to be formed for "_____" for them to hold in common in favour of Purchaser/s of the Apartments in the said building. The Purchaser/s has no objection to the same and given specific consent for the same to the Seller.

12. TERMINATION BY DEVELOPER

12.1. In the event of the Allottee failing to pay the Consideration, in the manner provided in Schedule D and /or other amounts that are payable by the Allottee to the Developer under this Construction Agreement, including any interest due thereon, or cancel/withdraw from the Project except for the default of the Developer, then the Developer shall be entitled to exercise the options available, shall issue a demand notice to the Allottee demanding the payment of the amounts due and / or indicate whether the Allottee intends to withdraw from the Project. In the event of the Allottee not making the payment of the amounts due within _____ days of the receipt of the demand notice or if there is no response from the Allottee within such time period, the Developer shall at their discretion after due notice of __ days to the Allottee the Developer is entitled to unilaterally cancel this Construction Agreement and re-allot Schedule B property to another party and the Allottee thereafter shall have no rights under the Agreements and shall have no right, interest or claim over the Schedule D property except for claiming refund of the amount paid to the Developer subject to deduction of the booking

For BRIGADE ENTERPRISES LTD

Authorised Signatory

advance. Consequent to such termination, subject to deduction of the booking amount, the Developer shall refund the monies collected from the Allottee within _____ days of such cancellation without interest, subject to the Allottee simultaneously executing and registering the deeds of cancellation of this Construction Agreement and the Agreement for Sale.. For purpose of clarity, the Allottee (and their Lender, if any) shall be entitled to receive the refund (if any) of amount collected from the Allottee only after the Allottee has executed and registered the deeds of cancellation of this Construction Agreement and the Agreement for Sale.

12.2. Subsequent to the termination of this Construction Agreement by the Developer, the Developer shall be freely entitled to re-allot the unit and the corresponding undivided share in the land to any other third party and the Allottee will not have any right, title or interest over the said unit.

12.3. Termination of this Construction Agreement, for any material breach or default of the terms and conditions set out herein by the Allottee, shall automatically terminate the Agreement for Sale of the undivided share in the land, without requiring any further action on the part of any of the above Parties.

12.4. In the event of termination, notwithstanding the right of the Developer to unilaterally terminate this Construction Agreement without the requirement of any action on the part of the Allottee, the Allottee shall, when called upon by the Developer execute and register immediately the required deed of cancellation of this Construction Agreement and the Agreement for Sale.

13. DEFECTS LIABILITY PERIOD

13.1. The Developer 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, 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, any product that has been installed by the Developer brought to the notice of the Developer within __ years from the Handover Date and thereafter no claim shall be entertained against the Developer in respect of any alleged defective work in the Apartment and/or Project under any circumstances. The above liability of the Developer 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 or manufacturers guarantees and warranty on products like lifts, STP, generators, equipment's, motors etc shall be governed by the terms and conditions provided by the manufacturer of the respective products which shall be for a limited period and the same shall be transferred to the Allottees or association of Allottees as the case may be. Fittings related plumbing, sanitary, hardware, electrical etc and works like painting etc shall be subject to normal wear and tear. Thereafter the association of Allottees shall

For BRIGADE ENTERPRISES LTD

Authorised Signatory

obtain annual maintenance contract from the respective suppliers or manufacturers. The obligation of the Developer shall be subject to proper maintenance and upkeep of the apartments /services and amenities by the Allottee or the Association of Allottees.

14. USAGE

14.1. Upon handing over of the constructed Unit, the Allottee covenants to use the said Unit for residential purposes and for no other purpose.

14.2. Upon handing over of the constructed Unit, the Allottee shall not make any structural alteration to the said Unit and/or effect any change to the plan or elevation. Any changes or modifications to the structure or appearance of the exterior of the said Unit shall require prior permission from the Developer/Association/agency undertaking the common maintenance.

14.3. Use of Basement and Service Areas: The basement (s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG Set rooms, underground water tanks, pump rooms, maintenance and service rooms fire fighting pumps and equipment's etc., and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service 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 Allottees for rendering maintenance services.

15. OBLIGATIONS OF THE ALLOTTEE

15.1. The Allottee shall not raise any construction in addition to that of the Schedule D Unit.

15.2. The Allottee or their tenants (Occupants) shall use the Schedule D Unit for residential purposes only and shall not use the same for any commercial activity, or to carry any trade, business, illegal or immoral purposes or use it for storage of anything which is offensive in nature, hazardous or inflammable or is likely to be a nuisance or danger. The Allottee shall not use or permit the use of the Schedule D Unit in a manner, which would diminish the value of the Building Project. The Allottee shall not use the car parking space for any other purpose and shall not rent out the car parking space independent of the unit to any third party.

15.3. The Allottee shall not obstruct and/or interfere in the development/construction Progress and process carried on by the Developer at the Schedule A Property or any part thereof under any circumstances whatsoever, and at whatever stage of construction.

15.4. The Allottee shall not make any additions or alternations or cause damage to the structure or to any portion of the Building Project or the Unit and not change the outside colour scheme,

For BRIGADE ENTERPRISES LTD

Authorised Signatory

balconies and utilities, outside elevation /facade /decor of the Building Project, which may affect directly or indirectly, the structural safety & stability and the aesthetic elevation of the Project.

15.5. The Allottee shall not tamper or replace or alter any of the beams, RCC slabs or columns, flooring , roofing and external walls inside the Building Project or Unit. Including the parking space allotted.

15.6. The Allottee shall not make any changes to the electrical or plumbing without the prior written approval from the Developer or the Association as the case may be.

15.7. The Allottee shall not use the open spaces and other sites left open after the construction of the Building Project for parking of any vehicle or for any other purpose which will not be in consonance with the use of such space originally intended for by the Developer.

15.8. The Allottee shall not default in the payment of any taxes and/or levies and/or expenses and/or other outgoings to be shared along with the other unit owners that may be incurred on the Project.

15.9. The Allottee shall not make any separate arrangements for the maintenance of the Project or the common amenities therein for the benefit of all the Unit owners other than that agreed to by the Association.

15.10. The Allottee shall not put up any sign boards on the exterior of his / her / their / its Unit or on the exterior of the walls of the Building Project.

15.11. The Allottee shall not place objects/things/articles, which hinders free use and enjoyment of any of the common areas and amenities in the Building Project.

15.12. The Allottee shall not throw garbage / rubbish in the common areas, parks, open spaces and roads in the Schedule A Property.

15.13. The Allottee accepts that the Developer will be putting all necessary efforts to provide the right choice of finishing material in certain items of works like flooring, toilets, kitchen/utility, internal painting and electrical points as per Specifications annexed hereto. .

15.14. All interior related works by the Allottee can be taken up only after handing over possession of the said Unit to the Allottee by the Developer. The Developer does not owe any responsibility for any breakages or damages caused to any of the finishing works or to the structure already handed over to the Allottee. The Allottee while carrying on any interior decoration work within the said Unit shall not cause any nuisance/annoyance to the occupants of the other Units and shall not use the common areas, roads, open spaces in the Building Project for dumping materials/debris etc. The Allottee shall be responsible to indemnify the Association / other

For BRIGADE ENTERPRISES LTD

Authorised Signatory

Unit owner(s) for any loss or damage caused to the Building Project / Unit by any person employed by the Allottee to carry out such interior related works.

15.15. Upon handing over of the constructed Unit, the Allottee shall permit the Developer/ Association and/or the agency appointed for the maintenance of common areas and facilities with or without workmen at all reasonable times to enter into and upon the said Unit of the Project or any part thereof for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of disconnecting the supply of water and electricity etc., to the Units or other common areas of the Project or to the occupiers of such units as the case may be who have defaulted in paying their share of water, electricity and other charges and common expenses and also for non-compliance of the terms of this Agreement and the Agreement for Sale.

15.16. The Allottee shall not question the location/installation or setting up of transformer/s and other equipment/s for supply of electricity, water and sanitary facilities in the Project.

15.17. The Allottee agrees that all the service lines, ducts, watercourses and other facilities passing through the said Property shall be treated as common to all the Allottees/Owners, which shall be maintained by the Associates. The Allottees of the Units shall not object to the common services passing through their respective Units and allow the service persons to do the maintenance services in the areas through which the services are passing through.

15.18. The Allottee shall observe and abide by all the bye laws, rules and regulations prescribed by any statutory authority, the developer, any maintenance agency appointed by the Developer and the Unit Owners Association that may be formed, with respect to the enjoyment of such units and shall further pay all taxes, rates and cesses in regard to the Unit without default.

15.19. The Allottee shall bear his/her/their/its proportionate share of maintenance charges incurred in maintaining the common areas and facilities of the Project along with other Allottees of Units.

15.20. The Allottee accepts and confirms that in the event of she / he not paying the maintenance charges as levied by such agency in charge of maintenance of the common areas and amenities or levied by the Unit Owner's Association (after the common areas and amenities are handed over by the Developer in accordance with this Construction Agreement), the maintenance agency or the Unit Owner's Association shall be entitled to stop providing the Allottee with any of the common amenities or services that are sourced or procured by the maintenance agency or the Unit Owner's Association as the case may be.

15.21. The Allottee shall maintain the Unit in good conditions and carryout the internal repairs for the upkeep of the apartments. The association of the Allottees or Allottee shall maintain the services and amenities in good condition and covered with proper AMC and insurance. It is the

For BRIGADE ENTERPRISES LTD

Authorised Signatory

responsibility of the Allottee and or the Association to ensure proper assistance to the government officials concerned during periodical inspection.

15.22. The Allottee shall not either in his/her/its/their individual capacity or as a member of the Association, come to an understanding with the other Allottees of the Units to utilize the common areas for commercial purposes or for earning income from outsiders.

15.23. The Allottee agrees to sign from time to time all papers and documents and to do all things as the Developer 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.,.

15.24. The Parties agree that any default by the Allottee in complying with the obligations mentioned herein or the Agreement for Sale would construe sufficient reason/cause for the Developer to terminate this Agreement and in which case the consequences of termination would take place immediately.

15.25. The Allottee undertakes to pay the pro-rata cost of installing rainwater harvesting, sewerage treatment plant, water treatment plant and generator, if any, in the Schedule A Property along with the other co-allottee of the units.

15.26. The Allottee covenants and undertakes that he/she shall not at any time carry on or suffer to be carried on in said Unit hereby agreed to be sold and conveyed or any part thereof, any noisy, offensive, hazardous or dangerous trade or pursuit which may be or become in anyway a nuisance, annoyance or danger to the Developer, Owner, other co-allottees or their successors in title or the owners or occupants of any neighbouring properties or which may tend to depreciate the value of the said Units or any part thereof or permit the same to be used for an immoral or illegal purpose or any other purpose than as residential Unit.

15.27. The Allottee covenants and undertakes that he/she shall use the car parking space, if any allotted to him/her as car parking space only and shall not be convert it to any other use nor shall put up or construct any wall or structure thereon. The Allottee shall not cause any hindrance to other users of other car parking spaces in the parking slots.

15.28. The Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Building Project or cause any increased premium to be payable in respect thereof.

15.29. The Allottee covenants and agrees to give the owners of the other Units, the necessary vertical, horizontal, subjacent and lateral support and protection for their Units and shall not obstruct the rights of other co-owners, their tenants, members, licensees, guests and servants for entry and use of all the common roads, passages, staircases etc.

For BRIGADE ENTERPRISES LTD

Authorised Signatory

15.30. The Allottee shall not throw dirt, rubbish, rags or other refuse or allow the same to be thrown from the said Unit or in the Building Project or any portion thereof except at the allotted places.

15.31. It is hereby agreed and declared that the walls, floors and ceilings separating the units agreed to be built for the Allottee from the remaining Units shall be deemed to be partial walls, floors, and ceilings and shall be used, maintained and repaired accordingly; and that the spouts, septic tanks, overhead tanks, fall pipes and water pipes any other service lines, rainwater harvesting system, lifts, electrical, electrical systems which serve the Units and common areas shall be jointly maintained and repaired and the cost thereof borne by the owners and occupiers jointly for the time being of the same, provided always that the Allottee and his/her successors-in-title shall not by virtue of this agreement or the sale deed to be hereafter executed, acquire any right of light or air which would prejudice enjoyment of the same by the owners of the other Units.

15.32. It is hereby agreed that, the Developer shall undertake the maintenance and upkeep the common areas, roads, and facilities in the Project or entrust the same to a Maintenance Company of their choice and thereafter entrust the same to the Association once formed. Upon such entrustment the association shall take up any renewal of Licenses for the Project including fire from time to time. The Developer is entitled to levy /collects 15% service charges plus applicable GST on the total cost incurred for maintaining the building. Salary of the estate manager/maintenance manager for the project shall be debited to the Association account.

16. RIGHTS OF THE ALLOTTEE

It is agreed that the Allottee shall have the following rights in the Schedule B Property and the Unit:

16.1. The right over the undivided proportionate share as described in Schedule B herein;

16.2. The right to get constructed and own the Unit described in Schedule D hereinabove subject to the terms of the Construction Agreement;

16.3. The right to subjacent, lateral, vertical and horizontal support for the Unit from the other parts of the Building Project;

16.4. Exclusive right to use the parking space, if any, allotted to the Schedule C Unit for parking light motor vehicles;

16.5. The right of entry and passage for the Allottee and Allottee's agents or workman to other parts of the Project at all reasonable times for the purpose of repairs or maintenance of the Unit or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other unit owners and making good any damage caused;

For BRIGADE ENTERPRISES LTD

Authorised Signatory

16.6. The right to use along with all other unit holders, all common facilities and amenities provided therein on payment of such sums as may be prescribed from time to time by the Developer or the Association who will be looking after the maintenance of common areas and amenities in the Building Project;

16.7. The right at all times, and for all purposes, to use the staircases, lift, passages and common areas except the allotted terrace area I space, other specifically allotted divided I demarcated areas, and open I basement car parking spaces as specifically provided for under this Agreement.;

16.8. Right to make use of all the common roads, driveways and passages provided in the Schedule A Property to reach the Schedule D Unit.

17. RIGHTS & OBLIGATIONS IN COMMON AREA

17.1. The Allottee further covenants to use and enjoy all the common areas and amenities such as roads, parks and open spaces, common electrical lines and lighting, water lines, sewers, drains, pipes, internal roads, pavements etc., in the Project and also acknowledges the limited common area right for exclusive usage of allotted car-parking spaces to the respective allotee/s of the Building Project in common with other unit occupiers of Project. The Allottee shall not place objects/things/articles, which hinders free use and enjoyment of any of the common areas and amenities in the Building Project.

17.2. The Allottee shall pay to the Developer, Association or the maintenance company to be appointed by the Developer, the common expenses, as indicated by the Developer or the said maintenance company that is proportionate to the area of the Said Unit for upkeep and maintenance of the common areas in the Building Project.

17.3. All expenses incurred in providing common services shall be taken into account for arriving at common area maintenance expenses to be shared by all the owners / occupants of the Units in the Building Project.

17.4. The Allottee or their tenants shall not encroach upon the common areas.

17.5. The Common areas includes passage, lift , lift lobby, security room , STP , etc., at the Project Completion the Developer shall transfer the same to owners Association and the necessary documentation will be done for effectual transfer including execution and registration of sale deed or any other document. The necessary stamp duty and registration charges in this regard will be borne by the Unit Owner's Association.

For BRIGADE ENTERPRISES LTD

Authorised Signatory

18. RIGHTS & OBLIGATIONS IN COMMON AREA:

18.1. The Allottee further covenants to use and enjoy all the common areas and amenities such as roads, parks and open spaces, common electrical lines and lighting, water lines, sewers, drains, pipes, internal roads, pavements etc., in the Project and also acknowledges the limited common area right for exclusive usage of allotted car-parking spaces to the respective allotee/s of the project in common with other unit occupiers of project. The Allottee shall not place objects/things/articles, which hinders free use and enjoyment of any of the common areas and amenities in the project.

18.2. The Allottee shall pay to the Seller/Developer, Association, or the maintenance company to be appointed by the Seller/Developer , the common expenses, as indicated by the Seller/Developer or the said maintenance company that is proportionate to the area of the Unit for upkeep and maintenance of the common areas in the project.

18.3. All expenses incurred in providing common services shall be taken into account for arriving at common area maintenance expenses to be shared by all the owners / occupants of the Units.

18.4. The Allottee or their tenants shall not encroach upon the common areas.

19. USAGE OF CLUB HOUSE

19.1. The right of usage of the clubhouse by the Allottee shall be in accordance with the following terms and conditions as prescribed by the Developer from time to time:

19.1.1. The Allottee shall be entitled to use the clubhouse and the facilities provided therein upon payment of clubhouse charges and other monthly usage or maintenance charges that shall be set by the Developer, from time to time, at its sole discretion.

19.1.2. The clubhouse facilities are for the use of all the unit holders ("**Member(s)**") and their guests, only.

19.1.3. The terms of usage of the Club House shall be governed by the House Rules/bye laws to be framed by the Developer/Owners association after handing over the common areas to the association..

19.1.4. A Member may delegate their right of enjoyment of the clubhouse facilities to their tenants who reside in their Unit. Such member shall notify the Developer /Association, in writing, of the name of any such tenant. The rights and privileges of such tenant are subject to suspension to the same extent as those of the Member.

19.1.5. During any period in which a Member is in default in the payment of any dues, including any amounts toward maintenance charges that are due and payable to the maintenance agency or the Unit Owner's Association, the right to use the clubhouse will be suspended by the Developer/ Association until dues are paid.

For BRIGADE ENTERPRISES LTD

Authorised Signatory

19.1.6. For violation by the Member(s) or their guests or tenants of any rules and regulations established by the Association, the use of the club house facilities will be suspended for a period to be determined by the Developer/Association.

19.1.7. No illegal substance will be allowed at any time in the club house.

19.1.8. No political, religious, commercial or outside organization is permitted use of the Clubhouse.

19.1.9. The Member/tenant is responsible for the conduct of his/her guests and any damage caused to any of the facilities or amenities of the clubhouse by any Member / tenant will have to be borne by the Member.

19.1.10. The Allottee hereby covenants and agrees to become a member of any club house/ recreation/leisure/physical fitness center like gym/library etc., and agrees to pay for the annual membership fees, maintenance charges, etc., as may be determined from time to time and agrees to abide by and be governed by the terms and conditions of membership and the rules and regulations and bye laws covering such facilities. At the option of the Developer, all or some of the above facilities may be handed over to the Association by the Developer.

19.1.11. The timings for use of the clubhouse shall be as notified by the Developer / Association.

19.1.12. The Member shall not claim any ownership right over the clubhouse.

20. UNIT OWNERS' ASSOCIATION

20.1. The Developer shall form the association of apartment owners in accordance with the provisions of RERA and the Tamil Nadu Apartment Ownership Act, 1994 ("Owner's Association"). The Owner's Association shall be registered as a Society under the Tamil Nadu Societies Registration Act, 1975 at the office of the Registrar of Firms concerned. The Developer shall form and register the Owner's Association upon seven or more owner's of Units taking possession of their respective Units. The Allottee along with the owners of other Units in the Project undertakes to be a member of such Owner's Association. The Developer shall not be bound to recognize or deal with any other group or association of owners formed by one or more Unit owners..

20.2. The Allottee shall observe and comply with all the bye-laws and all the rules and regulations of the said Association and proportionately share the expenses of running the Association and its activities and comply with the compliance as required under the Apartment Ownership Act.

20.3. Only the Allottee or the owners of Units situated in Schedule A Property shall become members of such Association and tenants or mere occupants shall not be eligible to become members

For BRIGADE ENTERPRISES LTD

Authorised Signatory

though they will be liable to make periodical contributions fixed for the occupants of Unit towards maintenance and other expenses.

20.4. Untill the handing over of the common areas and amenities of the Project to the Owner's Association, , the power and authority of the Owner's Association to manage shall be subject to the overall authority and control of the Developer on all matters concerning the management of the Project, the construction and completion thereof and the amenities pertaining to the same. The Developer shall also have absolute authority and control as regards to the unsold Units and the disposal thereof.

20.5. The Bye-laws of the Association shall provide for one vote for each Unit, irrespective of whether one individual, entity or corporate body owning more than one Unit. In such case, they shall be entitled to that many votes equal to the Units owned by them.

20.6. The unit holders Association has to contribute to the corpus for maintaining the campus as determined by the Developers/ Association from time to time.

21. NAME OF THE BUILDING PROJECT

The Building Project to be developed by the Developer is named as "_____", which shall not be changed / altered by the Allottee at any point of time. The Developer is expressly permitted to display, at all times, the name and logo of the Project along with the name of the Developer or their group companies, upon the Project in such location and in the style and format of the Developer's choice. The Developer shall have exclusive proprietary and other rights, title and interest on such name.

22. POWER SUPPLY:

22.1. The said Unit will be provided with electricity supply. The said electricity supply will be provided by the Tamil Nadu Electricity Board ("TNEB")/TANGEDCO. The Allottee shall forthwith pay all deposits and other charges as stipulated by TNEB/TANGEDCO and notified by the Seller/Developer. The Allottee agrees to pay the required deposits for installation of power supply and consumption charges as per meter reading, and further comply with the rules and regulations imposed by the said agencies in respect thereto.

23. WATER SUPPLY AND SEWERAGE CONNECTION

23.1. The said Unit will be provided with water supply and sewerage connection. The sources for the said water to the project shall be from the Chennai Metropolitan Water Supply and Sewerage Board (**"CMWSSB"**). The Allottee agrees to pay all deposits and other charges for the installation of water / sewerage connections and water supply as stipulated by CMWSSB and notified by the Seller/Developer .

For BRIGADE ENTERPRISES LTD

Authorised Signatory

23.2. The Allottee agrees to pay the water consumption charges and sewerage tax to the government agencies concerned as per the meter reading and as demanded from time to time.

24. INSURANCE:

24.1. The Seller/Developer is liable to take out Contractors' All Risk Policy (CAR Policy) and keep it alive by renewing it from time to time during the stage of construction. Post Completion Certificate for the Building, Seller/Developer shall take out Fire Insurance Policy for the Building and renew it till the Owners' Association is formed for taking over the Building maintenance. Subsequently, Owners' Association shall keep the Fire Insurance Policy renewed from time to time by paying the renewal fees.

25. ASSIGNMENT

25.1. The Allottee 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 Developer and further agrees to pay to the Developer an Assignment fee of Rs...../- per sq.ft or ....% of the total Consideration whichever is higher (**"Assignment Fee"**). The assignment / transfer would be permitted only if the Allottee assigns / transfers its rights under the corresponding Agreement for Sale, for the undivided share in the Schedule B Property.

25.2. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent allottees of the Unit, in case of an assignment, as the said obligations go along with the Unit for all intents and purposes.

26. FORCE MAJEURE

The Developer agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Developer, 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 Project (force majeure) or due to failure of Allottee to pay in time any part of the Construction Cost and/or other charges, taxes, deposits, securities etc. and dues/payments or any failure on the part of the Allottee to abide by all or any of the terms and conditions of this Agreement. If, however, the completion of the Project is delayed due to the force majeure conditions then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Apartment.. The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the project due to force majeure conditions or for reasons that are not attributable to the default of the Developer or beyond its control then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the allotment within ninety (90) days from that date of determination of impossibility of

For BRIGADE ENTERPRISES LTD

Authorised Signatory

performance. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

27. **FIRST CHARGE**

The Seller/Developer shall have the first lien and charge on the Schedule D Property to be constructed by the Seller/Developer under the terms of this Agreement and its Possession shall lie with the Seller/Developer until all the payments are made to the Seller/Developer by the Purchaser/s under this Agreement.

28. **NOTICES**

17.1. That all notices or correspondence to be sent or served to the Allottee or the Developer under this Construction Agreement shall be addressed and sent to the respective addresses mentioned above in this Agreement, and such notice and correspondence is deemed to have been served on either Party if so addressed and sent by registered post/e-mail/courier at their respective address specified below:

Developer:
Name: M/s.....
Address: .....
Contact No: .....
e-mail: .....

Allottee/Purchaser:
Name: **Mr. .....**
Address: ....
Contact No: .....
e-mail: .....

17.2. It shall be the duty of the Allottee and the Developer 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 Allottee or the Developer, as the case may be. The Developer is not responsible for any delay or non delivery due to change in the address if change of address is not intimated in writing.

17.3. Joint Allottees: That in case there are Joint Allottees all communications shall be sent by the Developer to the Allottee 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.

18. **WAIVER**

Failure on the part of the Developer to insist upon strict and punctual performance of any provision hereof by the Allottee shall not constitute a waiver or estoppel against asserting the right to require such performance, nor shall such failure in one case constitute a waiver or estoppel with respect to the provision in a later case whether of similar nature or otherwise.

For BRIGADE ENTERPRISES LTD

Authorised Signatory

19. 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.

20. DISPUTE RESOLUTION

All or any disputes, controversies or differences which may arise between Parties herein out of or in relation to or in connection with this Agreement, including the interpretation thereof and the respective rights and obligations of the parties or its breach shall be settled amicably by mutual discussion failing which the same shall be referred and settled through the adjudicating officer appointed under the Real Estate Regulatory Act 2016 and the Tamil Nadu Real Estate Regulatory Rules 2017 or any modification or re-enactment thereof for the time being in force.

21. PROPERTY TAXES

21.1. The Allottee shall be liable to pay the said taxes and assessments on the said Unit with effect from the Handover Date or upon the assessment done by the department officials concerned, or on taking possession of the Unit whichever is earlier.

21.2. The Allottee shall keep the Developer / Owners indemnified against any claim or expenses incurred towards payment of property tax from the Handover Date.

22. ENTIRE AGREEMENT & RIGHT TO AMEND

22.1. This Construction Agreement, along with the Agreement for Sale, including the preamble and the Schedules, annexures hereto, represents the entire and integrated agreement between the Developer and the Allottee with respect to the construction and handover of the said Unit, and supersedes all prior negotiations, representations or agreements, either written or oral as the case may be.

22.2. This Agreement may be amended only by written instrument signed by both Parties.

22.3. The Parties hereby confirm that this Construction Agreement and the Agreement for sale of even date entered into by the Allottee shall co-exist or co-terminate.

23. SEVERABILITY

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable under the Act or the Rules and Regulations made there under or any other applicable laws or indications of the same are received by either of the Parties from any, relevant competent authority, such clauses shall be severed in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or

For BRIGADE ENTERPRISES LTD

Authorised Signatory

the applicable law, as the case maybe and the remaining provisions of this Agreement will remain in full force.

To the extent permitted by law and notwithstanding anything in this Agreement to the contrary, the Developer will be not liable for any indirect, exemplary, special, consequential or incidental damages of any kind, or for any damages resulting from loss of business, loss of income or profits, arising out of or relating to this Construction Agreement, however caused, even if such party has been advised of or should have known of the possibility of such damages.

24. ORIGINALS

This Agreement is prepared in two sets. The Developer shall be entitled to the Duplicate and the Allottee shall be entitled to the original thereof.

SCHEDULE A PROPERTY

(Extent of the land covered in Project)

Item-1:

All that piece and parcel of the land measuring an extent of _____ **Acres (as per TSLR Extract measuring an extent of** _____ **Sq. Ft)** comprised in T.S. No. _____(part), in Block No. _____ of _____ Village, _____Taluk, _____District, situated at Door No. - _____, within the Registration District of -_____ Central and Sub-Registration District of _____ and bounded on the;

North by	
East by	
South by	
West by	

Item-II:

All that piece and parcel of the land totally measuring an extent of _____ **Sq. Ft (**_____ **Sq. Ft as per TSLR Extract)** comprised in T.S. No. _____ (Old Survey No. _____), in Block No._____ of _____ Village, _____Taluk, - _____District, situated at _____ and situated within the Registration District of _____ and Sub-Registration District of _____ and bounded on the:

North by	
East by	
South by	
West by	

SCHEDULE B PROPERTY

(Land available for development of the Project after gifting of land for OSR and Road alignment, and land earmarked for Sub Station and access road area from and out of Schedule A Property)

All that piece and parcel of the land measuring an extent of _____ Sq. Meters (or -_____ Acre, comprised in T.S. No. _____, measuring ----------, in Block No. _____of _____ Village, and an extent of ---------- comprised in T.S. No. _____ (Old Survey No. _____), in Block No._____ of _____Village, _____ Taluk, _____ District,

For BRIGADE ENTERPRISES LTD

Authorised Signatory

situated at Door No. _____ Road, Old Door No. _____ and New Door No. -_, in _____ Road, _____, Chennai _____, within the Registration District of _____ and Sub-Registration District of -_____ and bounded on the:

North by	
East by	
South by	
West by	

SCHEDULE C PROPERTY

(Land on which the Residential Building is developed)

All that piece and parcel of the land measuring an extent of _____ Sq. Meters (or _____ Acre, comprised in T.S. No_____ (part), measuring ----------, in Block No. _____of _____ Village, and an extent of ---------- comprised in T.S. No. -_____ (Old Survey No. _____), in Block No._____ of _____ Village, _____Taluk, _____District, situated at Door No. _____and New Door No. _____, in _____ Road, _____, Chennai _____, within the Registration District of -_____ and Sub-Registration District of _____ and bounded on the:

North by	
East by	
South by	
West by	

SCHEDULE D PROPERTY

(Description of the Apartment and the undivided share of land agreed to be purchased by the Purchaser/Allottee)

A ..... bedroom apartment (refer to the floor plan attached to the Agreement) bearing No..... on the ..... Floor, in the .... Block, in ____ of the residential complex known as "_____", having a carpet area of ....s. Sq.ft and private balcony area of ... Sq.ft and proportionate common area of ..... Square Feet (which is inclusive of the floors, ceiling and walls between the apartments, and the common areas attributable thereto) totalling to a super built up area of .....Sq.ft along with the right to usage of .... car parking space/s along with an undivided ..... Sq.ft. share, right, title and interest in the land comprised in the Schedule C Property.

SCHEDULE E

Schedule of payment

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

SELLER/DEVELOPER PURCHASER

For BRIGADE ENTERPRISES LTD

Authorised Signatory

WITNESSES

Drafted By: _____

ANNEXURE I: SPECIFICATIONS OF THE UNIT

(TO BE INSERTED)

ANNEXURE II: COST OF CONSTRUCTION

(TO BE INSERTED)

ANNEXURE III: PAYMENT PLAN

(TO BE INSERTED)

Payment Schedule:-	%	Amount (Rs.)

For BRIGADE ENTERPRISES LTD

Authorised Signatory



our services doesn't just end there

Buying & Selling Services

Property Buying Assistance, Property Selling Support, Market Price Analysis, Owner Outreach and Negotiation.

Legal & Documentation Services

Certified EC, Patta, legal opinions, property verification, due diligence, litigation solutions, and legal heir certificates.

Property Development & Approvals

Building plan approvals, construction, layout and sub-division approvals, zone conversion, and occupancy certification.

NRI & Investment Services

Escrow Services, Rentals, Litigation Solutions, Property Valuation and Property Management

Compliance & Special Services

Demolition, Vaasthu checks, regularization of unauthorized buildings, and office space solutions.



empowering your real estate decisions with smart tools

Property Valuation & Cost Estimation

Guideline Value, Apartment Composite Value, Stamp Duty & Registration Fees Calculator, Building Value Calculator, Capital Gains Calculator, Area Unit Converter, Length Unit Converter

Ownership, Compliance & Legal Verification

Encumbrance Certificate (EC) Search, Find Your SRO, Temple Property Check, WAQF Property Check, View Patta/Chitta, View FMB, Patta Analyzer, EC Analyzer

Zoning & Land Use Analysis

Land Use Zone Finder, CRZ Zone Check, Aquifer Zone Check, CBA Check, EWS Check, Road Width Check, Proposed Road Widening Check, FSI Calculator

Property Documentation & Workflow Tools

Forms & Templates, Document Generator, Document Translation, Dictionary

Vastu & Property Management Tools

Home Vastu Shastra, Plot Vastu Shastra, Property Management

Verified RealEstate™

We're honored to be part of your real estate journey

3/350/2 Mettukuppam,
OMR Thoraipakkam,
Chennai, India

hello@verified.realestate
+91 9996 12 9996
www.verified.realestate