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CONSTRUCTION AGREEMENT.

THIS CONSTRUCTION AGREEMENT ("AGREEMENT") ENTERED INTO AT [ ] ON [ ]

BY AND BETWEEN

[If the promoter is a company*] M/s.[ ]* (CIN no.), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at [ ] and its corporate office at [ ](PAN -), represented by its authorized signatory [ ] (Aadhar no.) authorized *VIDE* board resolution dated [ ] hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

[OR]

[If the promoter is a Partnership firm], [ ]a partnership firm registered under the Indian Partnership Act,1932, having its principal place of business at [ ], (PAN), represented by its authorized Partner [ ],(Aadhar no.) authorized *VIDE [ ]*, hereinafter referred to as the "Promoter" (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 the respective partners).

[OR]

[If the promoter is an Individual] Mr. / Ms.[ ] , (Aadhar no.) son /daughter of [ ], aged about [ ] , residing at [ ], (PAN), hereinaftercalled the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in- interest and permitted assignees).

AND

[If the Allottee is a company*] M/s. [ ]*, (CIN no.) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at [ ], (PAN), represented by its authorized signatory, [ ], (Aadhar no.). duly authorized *VIDE* board resolution dated [ ], hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership] [ ], a partnership firm registered under the Indian Partnership Act, 1932,having its principal place of business at [ ], (PAN),represented by its authorized partner, [ ], (Aadhar no.)authorized *VIDE [ ]*, hereinafter referred to as the "Allottee"(which expression shall unless repugnant to the context or meaning

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construction and development of the Project vide Planning Permit No.[ ] dated [ ] issued by [ ]and Building Permit No.[ ] dated [ ] issued by [ ];

D. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at [ ] on [ ] under registration No [ ].

E. The Allottee has already scrutinized / verified all sanctions, authorizations, consents, no objections, permissions and approvals issued by the appropriate authorities and is satisfied with the title and statutory compliance with regards to the Project;

F. The Allottee desirous of owning an apartment in the Project has entered into an Agreement for Sale with the Owner for purchase of [ ] square feet of undivided share of land in the Said Land, which is morefully described in Schedule B hereunder and secured the right to appoint Promoter to construct an apartment as per the scheme formulated by the Promoter;

G. The Allottee has now applied for construction of an apartment in the Project vide application no.[ ] dated [ ] to the Promoter and the Promoter has agreed to construct and allot apartment no.[ ] having carpet area of [ ] square feet , type [ ], on [ ] floor in [tower/block/building] along with [ ] reserved car parking No.[ ] and proportionate share in the common area as, morefully described in Schedule B hereunder ('Apartment') to the Allottee.

H. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

The Promoter and the Allottee mutually agree and covenant as follows:

1. ALLOTMENT:

The Promoter hereby agrees to construct, allot and deliver the Apartment, as per the specifications mentioned in the Annexure hereunder, to the Allottee at the cost of the Allottee.

2. CONSTRUCTION COSTS AND OTHER RELATED PAYMENTS:

a. The *Construction Cost* for the Apartment based on the carpet area is Rs. [ ] (Rupees [ ] only). The *Construction Cost* includes the following

Block/Building/Tower no. Apartmentno.TypeFloor	Amount

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over possession of the SCHEDULE "C" PROPERTY. The Promoter shall transfer this amount after deducting any expenses incurred, for the purpose of maintenance of the buildings; without interest to the agency to be appointed by them or the Association / Society to be formed by the Allottee.

3. MODE OF PAYMENT:

(a) The Allottee has paid a sum of Rs.[ ]/- (Rupees [ ]only), to the Promoter vide Cheque No. [ ] dated [ ] drawn on [ ]Bank, [ ] Branch Chennai, as booking amount at the time of allotment of the Apartment;

(b) The Allottee shall pay the balance consideration amount as per the schedule of payments detailed in the SCHEDULE– D hereunder;

(c) The Allottee hereby undertake/s and assure/s that based on the stage intimation letters issued / to be issued by the Promoter to the Allottee, the above payments shall be made by the Allottee within the due date and without any further demand, as time for payment of the above said sums being the essence of the contract and the Allottee is fully informed by the Promoter that any default in payment of the above said amount would affect the completion of the Project;

(d) All payments shall be made by Cheques or Demand Drafts or through RTGS. The date of credit of the amount into the account of the Promoter will be considered as the date of payment made by the Allottee and the delayed payment charges will become payable from the due date;

(e) The Allottee shall not delay, withhold or postpone the payments due as mentioned in SCHEDULE-D, on whatever reason and in that event, Allottee shall be responsible for any consequential sufferance or damages and they shall adhere to clause 5(a)(1) mentioned herein.

(f) 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 acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter 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 Promoter immediately and comply with necessary formalities if any under the

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(e) The Allottee shall not do or permit any agent / workers to carry out any work in the Apartment, until possession is handed over to the Allottee.

5. BREACH OF TERMS AND ITS REMEDY:

(a) Allottee'S COVENANT:

1. In the event of the Allottee failing to pay the aforesaid sums, in the manner provided in Schedule D or cancel/withdraw from the Project except for the default of the Promoter, then the Promoter at their discretion after due notice of (----) days to the Allottee is entitled to cancel this Agreement and re-allot the Apartment, to the another party and the Allottee shall thereafter have no right, interest or claim over the Apartment. Consequent to such termination, subject to deduction of the booking amount, the Promoter 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.
2. 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 Promoter and further agrees to pay to the Promoter an Assignment fee of [ ]% of Construction Cost ('Assignment Fee').
3. The Parties hereby confirm that this Agreement and the Agreement for Sale of even date entered into by the Allottee shall co-exist or co-terminate.
4. It is specifically agreed by the Allottee that the Allottee shall bear all statutory charges from the date of intimating the readiness of the Apartment for handover by the Promoter

(b) PROMOTER'S COVENANT:

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

1. Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
2. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Real Estate Regulatory Authority Act or the rules or regulations made there under;
3. In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter 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; or

(ii) The Allottee shall have the option of terminating the Agreement in which

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shall not be liable for any shortcomings or deficiency thereof, in any manner whatsoever.

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

7. SANCTIONS AND APPROVALS:

(a) The statutory approvals, including State and Central Government approvals/permissions including amendments / modifications / alterations, its departments, local bodies, authorities, Chennai Metropolitan Development Authority, Tamil Nadu Electricity Board, Corporation of Chennai, and all other concerned authorities, may mandate the Promoter to handover certain percentage of land to the statutory authorities concerned, as a condition for granting approval. The Promoter shall have absolute discretion to determine and identify the portion of the land to be handed over for complying with the terms and conditions of statutory approvals

(b) The Promoter hereby covenants that the Project shall be constructed as per the approved building plan.

(c) The Allottee is aware that the present plans sanctioned by the competent authority is valid for specific term, the promoter shall be responsible to get the approvals duly renewed, the Allottee hereby give their specific consent and empower the promoter to file necessary renewal application with the appropriate authority and to comply with any statutory requirement for such renewal.

9. DEFECTS LIABILITY:

The Promoter shall rectify any structural defects with respect to the Apartment (normal wear and tear is exempted), which shall not be as the result of any commission or omission of the Allottee, 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 Promoter brought to the notice of the Promoter within 5 years from the date of intimating the readiness to handover of the Apartment and thereafter no claim shall be entertained against the Promoter in respect of any alleged defective work in the Apartment and/or Project under any circumstances. The above liability of the Promoter shall be restricted only to rectify / repair the above defects and any consequential damages will not be covered under this Agreement. Structural defects shall not include plastering hairline crack. Third party warranty on products shall be governed by the terms and conditions provided by the manufacturer of the respective products.

10. LOANS AND FINANCIAL ASSISTANCES:

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(d) The Allottee covenants not to make any alteration in the structure of the Apartment, which may affect directly or indirectly, the structural safety & stability and the aesthetic elevation of the building complex;

(e) The Allottee or their tenants (Occupants) and/or Association shall not, at any time, encroach and carry on in the common areas or within the SCHEDULE "A" PROPERTY, any commercial trade or business or use it for storage of anything which is offensive in nature, hazardous or inflammable or is likely to be a nuisance or danger or diminish the value or the utility of the other portions of the building in the Project in occupation of the owners of other apartments or their successors in title and further shall not do or commit any activity which is unlawful and anti–social;

(f) The Allottee shall either in his/her/its/their individual capacity or as a member of the Association / Society, after its formation, come to an understanding with the other owners of the apartment shall operate and maintain all the essential amenities like STP, RO, Genset, fire fighting equipments, elevator, piped gas, Rain water harvesting etc either individually or through the Association whenever required and in good running condition. It is the responsibility of the Allottee and or the Association to ensure proper assistance to the government officials concerned during periodical inspection.

(g) The Allottee shall not either in his/her/its/their individual capacity or as a member of the Association, after its formation, come to an understanding with the other owners of the apartment to utilize the common areas for commercial purposes or for earning income from outsiders;

(h) The Allottee agrees to sign from time to time all papers and documents and to do all things as the Promoter may require, for the effective completion of the construction and in matters connected with obtaining, erecting and providing the infrastructural facilities like water, sewerage, electricity, etc;

(i) The Allottee shall not encroach upon the common areas;

(j) The Allottee shall not decorate the exterior of the proposed buildings in the Project otherwise than in a manner agreed to by the majority of the apartment owners with the prior permission of the Association;

(k) The Allottee shall not put up any temporary or permanent structure anywhere in the Project nor change the elevation of the proposed buildings;

(l) The Allottee shall not make any alterations in the structural feature of the proposed building like R.C.C. Flooring, Roofing, columns and external walls during \ after completion, including the parking space allotted;

(m) The Allottee shall use the Apartment only for residential purposes and not to use for any other purposes and for business prohibited by law;

(n) The Allottee shall not cause any nuisance to the other occupants of proposed apartments in the Project;

(o) The Allottee shall have no right to hinder the progress of construction of the residential apartment buildings in the Project or any part thereof under any circumstances whatsoever, and at whatever stage of construction;

(p) The Allottee shall give all necessary support, assistance to the other apartment owners /Association. The supporting common walls and roofs and all common

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uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC., BY ALLOTTEE

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

18. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

19. APARTMENT OWNERSHIP ACT

The Promoter has assured the allottees that the project in its entirety is in accordance with the provisions of the Tamil Nadu Apartment ownership Act, 1994 and Allottee shall comply with the compliance as required under the Apartment Ownership Act.

20 ENTIRE AGREEMENT

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

21 RIGHT TO AMEND

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

22 PROVISIONS OF THIS AGREEMENT APPLICABLE ON Allottee / SUBSEQUENT ALLOTTEES

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 Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

23 WAIVER NOT A LIMITATION TO ENFORCE

a) The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

29 JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter 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.

30 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.

31 DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act. [*Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.*]

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at _____*(city/town name)* in the presence of attesting witness, signing as such on the day first above written.

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SCHEDULE - A

(Description of the Total Land)

"All that piece and parcel of vacant lands measuring an total extent of [ ] Sq.Ft in which [ ] Sq.Ft., of land has been gifted to *appropriate Authority* and remaining extent of [ ] Sq.Ft, situated at ----------, comprised in - New Survey Nos[ ] [ ]Village, [ ] Taluk, [ ] District, Tamil Nadu, being bounded on the

North By : [ ]
South By : [ ]
East By : [ ]
West By : [ ]

and situate in the Sub-Registration District of ---------, in the Registration District of ----------".

SCHEDULE - B

(Description of undivided share of land hereby agreed to be conveyed to the Allottee) [ ]square feet undivided share of land in the SCHEDULE "A" PROPERTY"

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

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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

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