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Date of agreement [•]

CONSTRUCTION AGREEMENT

Between:

M/s. VRIKṢHAM HOMES LLP

AND

[•] PURCHASER

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CONSTRUCTION AGREEMENT

This Agreement for Construction (**"Agreement'**) is executed on this the [•] day of [•], 2024 at Chennai (**"Execution Date"**);

BY AND BETWEEN

M/s. VRIKSHAM HOMES LLP, having its registered office at No. 74, Fagun Mansion, 4th Floor, Ethiraj Salai, Egmore, Chennai 600 008, represented by its partners **1) Mr. K. DINESH** S/o Mr. Kumar and **2) Mr. S. SIVAGUGAN** S/o late Mr. Sivaraj, authorised vide letter 03.04.2023 hereinafter referred to as the (**"Promoter"**), appointed vide General Power of Attorney dated 25.08.2023, registered as Document No. 2490 of 2023, in the office of the Sub-Registrar, Periamet, hereinafter referred to as the (**"Promoter"**), which expression shall wherever the context so permits or requires mean and include its legal representatives, successors-in-interest and assigns) of the **FIRST PART**;

AND

Mr./Ms./Mrs. [•] (PAN No. [•]) son/daughter/wife of [•], aged about [•], /a partnership/ Limited liability partnership/ Company/ Society/Trust, residing at/having office at [•] hereinafter referred to as the **"Allottee"** which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her legal heirs, executors, administrators, successors-in-interest and permitted assignees) of the **SECOND PART**.

The Promoter and the Allottee shall hereinafter be individually referred as such and collectively referred as "**Parties**", as the context may require.

WHEREAS:

A. Land admeasuring **11019 square feet** in Old No. 8 and New No. 1, Nowroji Road, Chetpet, Chennai 600031 comprised in Survey Nos. 376/68 and 376/85, Block No.23 of Egmore Village, Egmore Taluk, Chennai District, was obtained by 1. Mrs. Ujjwala A Shah, 2. Mrs. Maansi Ashwin Shah, 3. Mrs. Keathika A Shah and 4. Ms. Kanksha A Shah vide Settlement

For VRIKSHAM HOMES LLP

Designated Partner

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Deed dated 22.08.2023, registered as Document No. 2398/2023, in the office of Sub-Registrar, Periamet from Mr. Ashwin Kumar K Shah S/o. Late P. Krishnadas, which is more fully described in Schedule A hereunder and hereinafter referred to as the **"Schedule A Property"**.

B. Land admeasuring **16595 square feet** being a part of Old No 8, New No 1, Nowroji Road, Chetpet, Chennai 600 031 comprised in Part of Survey Number.376/67 Block No.23 Egmore Village, Egmore Taluk, Chennai District, was obtained by 1. Gautam H Shah, 2. Mrs. Radha Rajnikant and 3. Ms. Nanda H Shah vide Settlement Deed dated 04.03.2013, registered as Document No. 501/2013, in the office of Sub-Registrar, Periamet from their Father, Mr. P. Haridas, and subsequently, Mr. Gautam H Shah, settled his portion to his sisters, Mrs. Radha Rajnikant and 3. Ms. Nanda H Shah vide a Settlement Deed dated 10.11.2022, registered as Document No. 3360/2022, in the office of Sub-Registrar, Periamet, thereby becoming the absolute owners of the property which is more fully described in Schedule B hereunder and hereinafter referred to as the **"Schedule B Property"**.

C. Subsequently, in order to achieve the maximum FSI as permitted by the Chennai Metropolitan Development Authority (**"CMDA"**), Owner No. 1 and Owner No. 2 had decided to develop both Schedule A Property and Schedule B Property jointly and based on which, 100 Sq. Ft. of undivided share of land out of Schedule A Property and 100 Sq. Ft. of undivided share of land out of Schedule B Property was exchanged between Owner No. 1 and Owner No. 2 vide Exchange Deed dated 25.08.2023, registered as Document No. 2419 of 2023, in the office of the Sub-Registrar, Periamet.

D. The said 1. Mrs. Radha Rajnikant and 2. Ms. Nanda H Shah **("Owner No. 2")** intending to develop the Schedule B Property had entered into a General Power of Attorney dated 25.08.2023, registered as Document No. 2489 of 2023, in the office of Sub-Registrar, Periamet with Buckingham Infrastructure Projects Private. Similarly, the said 1. Mrs. Ujjwala A Shah, 2. Mrs. Maansi Ashwin Shah, 3. Mrs. Keathika A Shah and 4. Ms. Kanksha A Shah **("Owner No. 1")** intending to develop the Schedule A Property had entered into a General Power of Attorney dated 25.08.2023, registered as Document No. 2490 of 2023, in the office of the Sub-Registrar, Periamet with Promoter.

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E. Subsequent to the above exchange, the Schedule A Property and the Schedule B Property was amalgamated and merged into one composite land parcel with the total extent of 27614 Sq. Ft., which is more fully described in Schedule C hereunder and hereinafter referred to as the **"Schedule C Property"**.

F. The Buckingham Infrastructure Projects Private Limited had agreed to appoint Promoter to develop the multi storied residential apartments building known as **"VEDANTA"**, consisting of 40 residential units comprising of Stilt + 5 floors together with common areas, car parks and other amenities and facilities on the Schedule C Property **("Project")** having entered into a Contractor Agreement dated _____. The floor plan is annexed as **Schedule H** hereunder.

G. Based on the documents mentioned above, the Promoter had obtained requisite sanctions and permission from the relevant Governmental Authority for development, marketing and sales of the Schedule C Property.

H. The Promoter has obtained requisite plan sanctions, authorizations, consents, permissions and approvals from the relevant Governmental Authorities for construction and development of the Project and has been issued with (a) Planning Permit No. OL-PP/NHRB/0487/2024 dated 09.08.2024 issued by Chennai Metropolitan Development Authority vide File No. CMDA/PP/NHRB/N/0063/2024, (b) Approved Building Plan No. CEBA/WDCN08/00450/2024 dated 19.09.2024 issued by Greater Chennai Corporation.

I. The Promoter 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. [•].

J. The Allottee represents that, having scrutinized/verified all documents pertaining to the title to the Schedule C Property along with 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.

K. The Allottee is desirous of acquiring an apartment with covered car parking in the Project and has entered into an agreement for sale dated [•], with the Owner No. 1 and Owner No. 2 (through their Power of Attorney holder) for the purchase of [•] % square feet of undivided share in the Schedule C Property, which is morefully described in **Schedule D** hereunder

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("**Agreement for Sale**") and has secured the right to appoint the Promoter to construct an apartment as per the development plan formulated by the Promoter.

L. The Allottee has requested the Promoter to construct and allot an apartment in the Project and the Promoter has agreed to construct and allot, to the Allottee, an apartment bearing Flat No. [•], in the [•] floor of the Project, having carpet area of [•] square feet, built up area of [•] square feet, super built up area of [•] square feet, covering entire [•] floor along with [•] ([•]) reserved car parking spaces together with proportionate share in the common area and amenities as, morefully described in **Schedule E** hereunder ("**Apartment**").

M. 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 Schedule C Property on which the Project is to be constructed.

N. In order to avoid any ambiguity or disputes in future about the terms of their understanding have decided to crystallize the terms and conditions mutually agreed upon into writing as set out hereunder.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS, REPRESENTATIONS AND WARRANTIES MADE HEREIN AND OF THE MUTUAL BENEFITS TO BE DERIVED HERE FROM, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **ALLOTMENT:**

1.1 In consideration for the Construction Cost (*as defined hereunder*), the Promoter hereby agrees to allot, construct and deliver the Apartment to the Allottee, in accordance with the specifications as set out in **Schedule F** hereunder ("**Specifications**"), at the cost of the Allottee.

1.2 For the purpose of securing the allotment of the Apartment in the Project, the Allottee has paid an amount of **Rs. [•]/- (Rupees [•] only)** as a booking advance for the Apartment ("**Booking Advance**"). The Promoter hereby agrees that the Booking Advance remitted by the Allottee shall be adjusted towards the Construction Cost payable by the Allottee in consideration for the Apartment.

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2. **CONSTRUCTION COSTS AND OTHER RELATED PAYMENTS:**

2.1. The cost for construction of the Apartment shall be chargeable based on the carpet area, being an aggregate amount of **Rs. [•]/- (Rupees [•] only)**, which includes (a) cost of construction of the Apartment (building materials, cost of fittings, labour costs, including the cost of approvals, amenities, facilities, infrastructure and incidental costs thereto), and excludes the cost of conveyance of the property described in Schedule B; (b) Fees, Deposits and Incidental Expenses for Electricity, Water & Sewerage Connection Charges (c) Infrastructure and Basic Amenities Charges and Related Expenses (d) Legal expenses (e) GST & (f) Maintenance Charges payable for the maintenance of the Project for one year (**"Construction Cost"**).

2.2. The Construction Cost includes any taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax and cess or any other similar taxes which may be levied), in connection with the construction of the Apartment payable by the Promoter up to the date of intimation of readiness of Apartment for handing over or, handing over the possession of the Apartment, whichever is earlier. The Allottee hereby agrees that the Allottee shall pay the applicable taxes to the Promoter as and when demanded by the Promoter.

Provided that, in case there is any change/modification in the existing taxes and any other new taxes become leviable, any additional amounts payable shall then be in addition to the Construction Cost, which shall be payable on demand by the Promoter.

2.3. The Promoter shall, issue a written intimation along with the copy of the relevant rules, regulations, policies, to the Allottee regarding such additional charges incurred by the Promoter and the Allottee shall make payments of such additional charges within 7 (seven) days from receiving written intimation from the Promoter.

2.4. The Allottee shall make the payment of the Construction Cost as per the payment schedule set out in **Schedule G** (**"Payment Plan"**). The Promoter shall, issue a written intimation to the Allottee as and when any amounts become due and payable as per the Payment Plan (**"Stage Intimation Letters"**). The Allottee hereby undertakes to

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make all such payments along with any other amount due hereunder, within 10 days from the receipt of the Stage Intimation Letters.

2.5. The Allottee hereby authorize the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in their name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust this payment in any manner.

2.6. The Allottee shall, at the request of the Promoter, do all such acts as maybe required to complete the registration of this Agreement including paying all costs, charges and expenses being in the nature of stamp duty, registration charges, legal expenses and all other miscellaneous and incidental expenses pertaining to the registration of this Agreement, including additional stamp duty, if any, registration fee or any other charges that may be demanded by the competent authority shall be borne by the Allottee. The co-ordination of registration is done purely to help and assist the Allottee and the Promoter shall not be liable for any delay at the Registrar's office or any other proceedings thereto.

2.7. Subject to the terms of this Agreement, all the charges payable by the Allottee under this Agreement whether in consideration for the Apartment or otherwise shall be considered as a part of the Construction Cost and will not be refundable under any circumstance unless expressly provided for in this Agreement.

3. **REIMBURSEMENT OF EXPENSES TO THE PROMOTER:**

The Allottee shall be solely responsible for submitting all applications and documentation at their own cost for name transfer with respect of the following (a) property tax assessment from the Revenue Department, (b) name transfer for electricity connection from Tamil Nadu Generation and Distribution Corporation; and (c) name transfer in the water tax card in the records of the Tamil Nadu Water and Sewerage, for the Apartment. However, the Promoter shall assist the Allottee by providing the information and forms required for obtaining such a transfer.

4. **MODE OF PAYMENT:**

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4.1. The Allottee has paid a sum of **Rs. [•]/- (Rupees [•] Only)** to the Promoter vide cheque/demand draft No. [•], dated [•], drawn on [•] Bank, [•] Branch as a Booking Advance.

4.2. The Allottee hereby undertakes and assures the Promoter that, the relevant payments as set out in the Payment Plan shall be made by the Allottee within the due dates mentioned against each payment in Schedule G and without any further demand, as time for payment of the above said sums being the essence of this Agreement and the completion of the Apartment and consequently the Project is fully dependent on the payment of the Construction Cost by the Allottee in accordance with the Stage Intimation Letters issued by the Promoter to the Allottee.

4.3. All payments shall be made by Cheque, Demand Draft or through RTGS. In the event, the Allottee makes any payment through credit card/debit card/money transfer or any other mode other than as mentioned above the transaction fee/charges shall be borne by the Allottee. All payments made by way of cheques are subject to realization. The date of credit of the amount into the account of the Promoter will be considered as the date of actual payment made by the Allottee, and delayed payment charges at the rate of 18 % (Eighteen percent) per annum will become payable for any delays in payment which shall be computed from the due date till the date of credit of the amount into the account of the Promoter.

4.4. The Promoter 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 Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4.5. The Allottee shall not delay, withhold or postpone any payments due as mentioned in Schedule G, for whatever reason and in that event, the Allottee shall be responsible for any consequential sufferance or damages and then the Allottee shall be liable to adhere to the provisions of Clause 5.7.

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4.6. 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 applicable laws.

5. PERIOD OF COMPLETION AND HANDING OVER OF POSSESSION:

5.1. The Promoter shall use reasonable efforts to complete the construction of the Apartment within **2 Years and 4 months** (28 months) from the Execution Date (**"Completion Date"**), provided that there are no changes made to the Specifications of the Apartment, subsequent to execution of this Agreement. In the event, there are any changes to the Specifications, the Promoter shall take such additional time as may be required for the completion of the Apartment in the manner as maybe mutually agreed to between the Parties. Furthermore, any delay caused by the Allottee in making payments towards the Construction Cost as set out in Schedule G shall automatically permit the Promoter to extend the Completion Date proportionate to the extent of such delay caused by Allottee in making payments. Notwithstanding anything contained in

For VRIKSHAM HOMES LLP

Director S. Sinha

Designated Partner

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this Clause 5.1, the Promoter shall complete the entire Project along with the amenities within the timeline granted by Tamil Nadu RERA.

5.2. Notwithstanding anything stated above, the Promoter shall be entitled to a grace period of 3 (Three) months after the expiry of the Completion Date (**"Grace Period"**) for completing the construction of the Apartment.

5.3. The Parties agree that the Promoter shall not be liable for any damages, cost, losses or any other liability incurred by the Allottee due to delay in handing over possession of the Apartment in the event the delay caused by war, unexpected or unavoidable circumstances, hostilities, rebellion, acts of terrorism, riots, or political disturbance, change in government policies, shortage of water and commodities like steel, cement and other building materials, orders of court, statutes, notification, labour problems, ban or restrictions on usage of ground water or electricity for construction, etc., strike, war, flood, drought, fire, cyclone, earthquake or any other calamity, any unforeseen pandemic or delay in receiving the completion certificate, act of God and anything beyond the control of the Promoter caused by nature affecting the regular development of the real estate project (**"Force Majeure"**), and accordingly the Promoter shall become automatically entitled to an extension of the Completion Date and/or the Grace Period.

5.4. The Promoter shall, upon completion of construction of the Apartment, intimate the Allottee of the same by way of written notice (**"Completion Notice"**) and the Allottee shall take possession of the Apartment within 15 (Fifteen) days of receipt of the Completion Notice. The Promoter shall not be responsible/liable in any manner whatsoever for failure of the Allottee to take over possession of the Apartment.

5.5. Upon receiving the Completion Notice, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as required, and the Promoter shall hand over possession of the Apartment to the Allottee. In the event the Allottee fail to take possession within the time prescribed in Clause 5.4 above, the Allottee shall remain liable to pay maintenance charges in accordance with this Agreement from the date of the Completion Notice.

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5.6. The Allottee shall not be entitled to possession of the Apartment unless they have paid the entire Construction Cost including the other payments due and payable by the Allottee under this Agreement or any other document executed in connection with this Agreement (**"Total Consideration"**).

5.7. In the event the Promoter has issued the Completion Notice to the Allottee in accordance with Clause 5.4 above, and at such time the Allottee have not completed payment of the Total Consideration, then the Promoter shall issue a notice in writing to the Allottee to make the balance payment due under the Total Consideration, within a period of 90 days. Failure of the Allottee to complete such payment within the time specified in the notice herein shall entitle the Promoter to call upon the Allottee to register a cancellation deed with respect to any Agreement for Sale, this Agreement and/or any Sale Deed, and the Promoter shall be entitled to deal with the Apartment in any manner it may deems fit in its sole discretion.

5.8. It is hereby clarified that, upon the termination of this Agreement in the manner as contemplated in Clause 5.7 above, the Promoter shall be entitled to retain 10% of the Total Consideration paid by the Allottee **("Retention Money")** and shall refund the remaining amount to the Allottee upon execution of the cancellation deed.

5.9. In the event of termination of this Agreement pursuant to Clause 5.7, the Allottee agrees that he/she shall not have any rights or claims against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement except as set out in Clause 5.8.

5.10. The Allottee shall not do or permit any agent/workers to carry out any work in the Apartment, until payment of the Total Consideration and possession of the Apartment is taken over by the Allottee.

6. **BREACH OF TERMS AND ITS REMEDY:**

ALLOTTEE'S COVENANT

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6.1. In the event the Allottee fails to pay the amounts payable by the Allottee, in the manner provided in Schedule G or cancels/withdraws from the Project except for the willful default of the Promoter, then the Promoter may at its sole discretion after providing a notice of 90 days in writing to the Allottee be entitled to cancel this Agreement and re-allot the Apartment, to 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 Advance, interests and any indirect taxes/duties including stamp duty, registration charges, GST, Retention Money etc., paid or payable on the amount received by the Promoter from the Allottee, the Promoter shall refund the monies collected from the Allottee within 90 days of such cancellation without interest, simultaneous to the Allottee executing necessary cancellation and registration of the cancellation deed cancelling this Agreement, Agreement for Sale and/or Sale Deed by the Allottee.

6.2. The Parties hereby confirm that this Agreement and the Agreement for Sale shall co-exist and shall be co-terminus.

6.3. 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"**).

6.4. 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.

PROMOTER'S COVENANT

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

6.5.1. 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;

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6.5.2. 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;

6.5.3. 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 case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate specified in the Rules within [•] of receiving the termination notice, simultaneous to the execution of cancellation agreement and registration thereof, if required.

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he/she shall be paid, by the Promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

7. DEFECTS LIABILITY:

7.1. Subject to Clause 7.3, the Promoter shall rectify structural defects with respect to the Apartment (other than normal wear and tear), brought to the notice of the Promoter so long as such defect is brought to the notice of the Promoter within a period of One year from the date of Completion Notice. No other claim shall be entertained against the Promoter in respect of any alleged defective work in the Apartment and/or Project under any circumstances.

7.2. The liability of the Promoter under Clause 7.1 above, shall be restricted only to rectification/repair of structural defects and shall not cover any routine/nonstructural cracks resulting from differential co-efficient of thermal expansion, non-monolithic

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joints, seasoning effects, etc., and due to normal wear and tear, abuse and improper use. The Promoter is also not responsible if the damage or defect is caused, directly or indirectly by the Allottee and/or any person engaged by the Allottee for any work carried out in the Apartment.

7.3. It is further agreed between the Parties that the Promoter shall not be liable to rectify any defect which shall be a result of any commission or omission of the Allottee and/or any representatives of the Allottee, any damages/defect caused due to Force Majeure conditions or any willful or accidental damages caused by the Allottee and/or their representatives and any damages caused by the Allottee and/or their representatives due to tampering any products/equipments installed in the Apartment by the Promoter.

7.4. The Parties hereby agree that the Promoter shall not be liable for any defects in the products/equipments installed in the Apartment and the Allottee shall claim damages only under the third party warranty, if any, (including without limitation to the period of warranty) provided by the manufacturer of the respective products/equipments.

8. **LOANS AND FINANCIAL ASSISTANCES:**

8.1. All the payments to be made under this Agreement shall be paid directly by the Allottee to the Promoter, except in the case of a financial facility availed by the Allottee. In the event the Allottee avails a housing loan from banks/financial institutions, then the Allottee hereby agree to authorize the banker/financial institution to disburse the payments due and payable by the Allottee directly to the Promoter and in which case the Promoter shall accept payments from the lender, and the same shall be treated as payments made on behalf of the Allottee.

8.2. Notwithstanding the foregoing, at all times the Allottee shall be liable to make all payments under this Agreement to the Promoter whether or not the payments are being made by the Allottee directly or through a financial facility.

8.3. The original Sale Deed relating to the Schedule D Property will be under the custody of the Promoter till such time all / last payment including cost of construction and extra amenities are paid / settled by the Allottee to the Promoter. However, if the Allottee

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prefers/s to avail loan, the original Sale Deed in respect of Schedule D Property will be released directly to the mortgagee / Banks / Financial Institutions, after obtaining a commitment letter from the mortgagee / banks / financial institutions. The Promoter undertakes to furnish one set of photocopies of title deeds pertaining to the Schedule C Property to the Allottee and the Allottee acknowledges the same. In the event of foreclosure of the loan by the Allottee prior to handing over the Schedule E Property by the Promoter to the Allottee, the Allottee shall hand over the original Sale Deed to the Promoter and the Promoter will have the custody of the documents till such time all / last payment including cost of construction and extra amenities are paid / settled by the Allottee to the Promoter

9. **REPRESENTATIONS & COVENANTS OF THE ALLOTTEE:**

9.1. The Allottee has directly or through their agents, verified the original title documents pertaining to the Schedule C Property and only after being satisfied with the title of the Owner No. 1 and Owner No. 2, have agreed to purchase the Apartment.

9.2. The Allottee shall from time to time execute all papers and documents and do all things and deeds as the Promoter may require for the effective completion of the Project and for the purpose of obtaining, erecting and providing the infrastructural facilities like water, sewerage, electricity, etc.

9.3. The Allottee shall use the Apartment only for residential purposes and not for any other purposes or business prohibited by law. The Allottee shall use the car parking space(s) for parking of the Allottee' vehicle only.

9.4. The Allottee shall not make any alteration in the structure of the Apartment including, but not limited to, adding any permanent or temporary structures, alteration to the roofing, columns, color scheme of the external walls, windows during or after the completion, including the parking space allotted. Additionally, the Allottee shall not, directly or indirectly, affect the structural safety & stability and the aesthetic elevation of the Project. The Allottee shall also not make any internal alteration to the Apartment which would increase the built-up area of the Apartment.

9.5. The Allottee will ensure that his/her/their representatives/tenants (if any) shall:

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9.5.1. share the right, title and interest in the common areas and shall enjoy the common areas/facilities/easements along with other owners/residents of the Project, who would be equally entitled to such common areas/facilities/easements available in the Project.

9.5.2. not, at any time, encroach and carry on any commercial trade or business or use the common areas for storage of any material which is 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.

9.5.3. park their cars/vehicles only at the specific car parking space allotted to the Allottee and not at any other place in the Project. The Allottee shall not permit any of his/her/their guests either to park in any spot other than the space designated for parking of such vehicles, if available.

9.5.4. not, at any time shall not carry on or commit any activity in the Project and/or Apartment which is unlawful and anti-social in nature.

9.5.5. not cause any nuisance to the other occupants of the Project.

9.5.6. not throw dirt, rubbish, rags or other materials, or permit the same to be thrown from the Apartment or in the compound or any portion of the building except at the allotted places.

9.5.7. draw the cables required for televisions satellite, telephone cable, internet or any other purpose into the Apartment only through the pipes specifically provided for the purpose and shall ensure that satellite dishes shall only be installed in the slots provided for the same.

9.6. The Allottee confirms that he/she/they has/have no objection to the manner of determination of undivided share of land and agrees not to claim any further undivided share of land in respect of the Apartment.

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9.7. The Allottee shall not, for a consideration or otherwise, transfer the car parking space allotted to them to any person who is not an allottee in the Project or a tenant of such Allottee.

9.8. The Allottee agree and acknowledge that the car parking space forms a part and parcel of the premises described in Schedule E and cannot be alienated/transacted separately.

9.9. The Allottee acknowledge the design and demarcation of the car park allotted as described in the Schedule E hereunder, and shall not make any further claim or demand in this regard on the Promoter.

9.10. The Allottee agrees that the water sources for the Project may be new or may already exist in the land on which the Project is being erected and the Promoter does not guarantee availability of water from these sources.

9.11. The Allottee shall be solely responsible for submitting all applications and documentation at their own cost for name transfer with respect of the property tax assessment and water tax (wherever available), name transfer for electricity connection, obtaining of metro water card (where applicable) from the concerned authorities for the Apartment. However, the Promoter shall assist the Allottee by providing the information and forms required for obtaining such a transfer.

9.12. The Allottee confirms that he/she has approved the draft of the Sale Deed proposed to be executed and the Allottee shall not have a right to request for any modifications at the time of registration of the Sale Deed.

9.13. The Allottee specifically agrees that he/she shall bear all statutory charges with respect to the Apartment from the Completion Date.

9.14. The Allottee shall participate towards the registration of the Sale Deed as required by the Promoter and applicable stamp duty, registration fees and other applicable taxes, miscellaneous expenses and legal fees shall be borne by the Allottee.

For VRIKSHAM HOMES LLP

Director S. Singh

Designated Partner

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9.15. 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 applicable laws.

10. COVENANTS & RIGHTS OF THE PROMOTER:

10.1. The Promoter undertakes to develop the Project on its own, or by engaging contractors, with good workmanship using standard materials, and shall take all commercially reasonable measures to complete the Apartment within the time stipulated for completion of the same in accordance with the Specifications.

10.2. The Promoter hereby covenants that the Project shall be constructed as per the approved building plan in all material respects.

10.3. The Promoter shall be responsible and liable to pay the property tax in respect of the Schedule C Property up to the date of execution and registration of Sale Deed in respect of the Apartment or intimation of readiness to hand over possession of the Apartment to the Allottee, whichever is earlier.

10.4. The Promoter shall be entitled to revise or change or make necessary alterations in the allotted areas, sizes, specifications and built-up areas, which may be deemed necessary by the Promoter while executing the Project, without any prior notice to the Allottee in accordance with law.

10.5. The Promoter shall have the right to relocate/increase/decrease electrical, plumbing, sewerage equipment, lines, fittings etc., as deemed necessary by the Promoter.

10.6. The Promoter shall only provide electrical points and consumables expressly provided for in the Specifications. Any cost of electrical fixtures and consumables like bulbs, fans, fittings etc., not provided for in the Specifications shall be borne by the Allottee.

11. MAINTENANCE OF COMMON AREAS IN THE PROJECT:

For VRIKSHAM HOMES LLP

Designated Partner

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11.1. The Allottee hereby agrees and undertakes to be a member of the Owners' Association (*defined below*) proposed to be formed with other owners/residents of other apartments in the Project in accordance with the Tamil Nadu Apartment Ownership Act, 2022 after the completion of the Project (**"Owners' Association"**). The Allottee shall observe and comply with all the bye-laws and all the rules and regulations of the said Owners' Association and proportionately share the expenses of running the Association and its activities.

11.2. The Allottee shall, give all necessary support, assistance to the other Allottee and/or the Owners' Association.

11.3. It is abundantly made clear that the terrace and all the service lines, ducts, watercourses and other facilities passing through the Schedule C Property shall be treated as common to all the owners, which shall be maintained by the Owners' Association. Further, the terrace shall be used by the Allottee only for cleaning of overhead tanks, fixing up of T.V. antenna, booster, etc., and for drying of clothes, pickles, pulses, etc., No construction of any kind shall be put up over the terrace without the permission of the Owners' Association as well as from the competent planning authorities.

11.4. The Allottee shall adhere to the maintenance and usage guidelines provided by the Owners' Association to maintain harmonious community living and ensure that rights and enjoyment of other apartment owners are not affected.

11.5. The Allottee shall, give all necessary support, assistance to the other Allottees and/or the Owners' Association. The supporting common walls and roofs and all common areas of the buildings in the Project shall be maintained and repaired in common by all the owners of the apartments in the Project.

11.6. The Allottee shall not object to the common services passing through their Apartment and allow the service persons to do the maintenance services in the areas through which the services are passing through.

11.7. The Allottee shall not be permitted to use the services areas located in the Project (being electrical installations, DG set room, underground water tanks, pump rooms,

For VRIKSHAM HOMES LLP

Designated Partner

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maintenance and service rooms, etc.) in any manner whatsoever, and the same shall be reserved for use by the Owners' Association.

11.8. Subsequent to the taking over of maintenance by the Owners Association, the Allottee shall continue to pay the all costs, charges, expenses, relating to the management, maintenance and upkeep of common areas and common facilities / amenities including but not limited to Sewerage Treatment Plant/Effluent Treatment Plant, Water Treatment Plant, RO Plats Lifts, Motors, pumps, bio metric systems, dish antennas, network cablings etc., etc., within the Project on pro-rata basis or in another manner as deem fit by the Association. The Promoter shall not be liable for any shortcomings or deficiency thereof, in any manner whatsoever.

11.9. 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.

12. **NAME OF THE PROJECT:**

12.1. The Parties hereby agree that the Project to be developed by the Promoter in the Schedule C Property shall be named as **"[VEDANTA]"**.

12.2. The Promoter shall be permitted to display, at all times, the name and logo of the Project along with the name of the Promoter, at such locations and in the style and format that the Promoter solely deems fit.

12.3. All right, title and interest to the names, logos and displays shall be the exclusive property of the Promoter and shall vest with the Promoter at all times.

13. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

For VRIKSHAM HOMES LLP

Designated Partner

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

14. **USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the **VEDANTA,** 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, firefighting pumps and equipment's etc. and other permitted 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.

15. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC., BY THE ALLOTTEE:**

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

16. **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 applicable laws.

17. **APARTMENT OWNERSHIP ACT:**

For VRIKSHAM HOMES LLP

Designated Partner

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The Promoter has assured the Allottee that the project in its entirety is in accordance with the provisions of the Tamil Nadu Apartment Ownership Act, 2022 and Allottee shall comply with the compliance as required under the said Act.

18. **ENTIRE AGREEMENT:**

This Agreement, (including the schedules, annexure and the other agreements or instruments executed in connection with the purchase of the Apartment contemplated hereunder), 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 with regard to the purchase and allotment of the Apartment.

19. **WAIVER AND AMENDMENT:**

19.1. 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.

19.2. The failure of any Party to insist, in one or more instances, upon strict performance of the obligations of this Agreement, or to exercise any rights contained herein, shall not be construed as waiver, or relinquishment for the future, of such obligation or right, which shall remain and continue in full force and effect.

19.3. No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by or on behalf of the Parties.

For VRIKSHAM HOMES LLP

Designated Partner

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19.4. No waiver of any breach of any provision of this Agreement shall be effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

20. **SEVERABILITY:**

In the event that any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable laws, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby and the Parties agree to renegotiate such provisions in good faith. In the event the Parties cannot renegotiate such provisions, then (a) such provisions shall be excluded from the Agreement, (b) the remainder of the Agreement shall be interpreted as if the provisions were so excluded; and (c) the remainder of the Agreement shall be enforced in accordance with its terms.

21. **FURTHER ASSURANCES**

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

22. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEE:**

It is clearly understood and 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 Allottee of the Apartment.

23. **MISCELLANEOUS:**

For VRIKSHAM HOMES LLP

Designated Partner

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23.1. The Allottee shall remain liable to indemnify the Promoter, its shareholders, directors and representatives (**"Indemnified Persons"**) against all losses including but not limited to any direct or indirect losses, costs and/or expenses incurred or suffered by the Indemnified Persons attributable to an act, omission or breach of the Allottee and or any representatives of the Allottee.

23.2. The Allottee shall not be entitled to make/ request for any alterations or extra amenities in the Apartment including changes in the Specifications, alteration of structural design or general plumbing design, changes that affect the elevation of the buildings, balconies, internal walls, windows, flooring, wiring etc. or any other change.

23.3. It is specifically agreed that the Promoter shall have the right to sub-contract all or any portion of the work as it deems fit and the Allottee shall have no objection to the same.

24. **PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory in Chennai and after the Agreement is duly registered at the office of the Sub-Registrar. This Agreement is executed in duplicate and the original will be retained by the Allottee and the duplicate will be retained by the Promoter.

25. **NOTICES:**

Any notice, request or instruction to be given hereunder by any Party to the others shall be in writing, in English language and delivered personally, or sent by registered post or courier or electronic mail addressed to the concerned Party at the address set forth in the Agreement above or any other address subsequently notified to the other Parties:

If to the Promoter:

Address	:	No 11, 1A, Kgeyes Delmare, New Beach Rd, Thiruvanmiyur Chennai 600 041
Attention to	:	Sivagugan - 97907 08790
E-mail	:	vrikshamhomesllp@gmail.com

For VRIKSHAM HOMES LLP

Designated Partner

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If to the Allottee:

Address : [•]

Attention to : [•]

E-mail : [•]

26. **JOINT ALLOTTEE:**

All communications shall be sent by the Promoter to the Allottee, at the address given by them which shall for all intents and purposes to consider as properly served on all the Allottee.

27. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the present terms including the interpretation and validity of the terms thereof and respective rights and obligations of the Promoter and the Allottee shall be settled amicably by mutual discussion within a period of 15 (Fifteen) days, failing which the same shall be settled with through the adjudicating officer appointed under the Real Estate (Regulation and Development) Act, 2016 and/or unless there be any provisions to the contrary under the RERA Act, the parties expressly recommend to give preference to settle such disputes through arbitration as shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments / modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Chennai by a sole arbitrator who shall be appointed by the Promoter for which the Allottee shall have no objection whatsoever and whose decision shall be final and binding upon the Allottee.

28. **GOVERNING LAW:**

This Agreement shall be governed by and construed in accordance with the laws of India and subject to Clause 27 (*Dispute Resolution*) above, the courts at Chennai, India shall have exclusive jurisdiction on the matters arising from this Agreement, without regard to the principles of conflicts of laws.

For VRIKSHAM HOMES LLP

Designated Partner

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SCHEDULE

Schedule A Property

All that piece and parcel of land with an extent of 11,019 Sq Ft in Old No. 8 and New No. 1, Nowroji Road, Chetpet, Chennai - 600031 comprising in Survey Nos. 376/68 and 376/85, Block No.23 of Egmore Village, Egmore Taluk, Chennai District

East to West on Northern side	-----	77'
East to West on Southern side	-----	52'
North to South on Eastern side	-----	165'
North to South on Western side	-----	183'3"

in all admeasuring an total extent of 11,019 Sq ft and bounded on the ;

North by : Property belonging to Mrs. Radha Rajnikant and Ms. Nanda H Shah
South by : Nowroji Road (East - West)
East by : Property R.S. No 376/61 part and New R.S. No 376/83 belonging to Mr. Bharath Kumar K Shah
West by : Gravel Road

And lying within the Registration District of Chennai Central and Sub-Registration District of Periamet

Schedule B Property

All that piece and parcel of vacant land being a part of Old No 8, New No 1, Nowroji Road, Chetpet, Chennai 600 031 comprised in Part of Survey Number. 376/67 Block No.23 Egmore Village, Egmore Taluk, Chennai District measuring an extent of 16595 square feet

Bounded on the

North by : Survey No 376/5
South by : Part of R.S. Nos. 376/68 and 376/85 property Belonging to Mr. Ashwin K Shah
East by : R.S No 376/8 & 376/9
West by : Private Gravel Road and Property allotted to Mr. Govindas Purushothamdas under Partition Deed - Doc No 131/1969

Admeasuring

East to West on the Northern side : 100 Feet;
East to West on the Southern Side : 77 Feet;
North to South on the Eastern Side : 202 Feet;
North to South on the Western Side : 178 Feet and 6 inches;

And lying within the Registration District of Chennai Central and Sub-Registration District of Periamet

Schedule C Property

(Both Schedule A Property and Schedule B Property)

For VRIKSHAM HOMES LLP

Designated Partner

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Meats and Bounds of larger extent

East to West on Northern side	-----	100'
East to West on Southern side	-----	52'
North to South on Eastern side	-----	367'
North to South on Western side	-----	361' 9"

in all admeasuring an total extent of 27614 Sq. ft. and bounded on the:

North by	:	Land in R.S No 376/5
South by	:	Nowroji Road (east-west)
East by	:	Property Belonging to Mr. Bharath kumar K Shah in R.S No 376/61 Part and New R.S No 376/83
West by	:	Private Gravel Road and Property allotted to Mr. Govindas Purushothamdas under Partition Deed - Doc No 131/1969

Schedule D Property

UDS out of Schedule C Property

Schedule E Property

(Apartment)

Apartment bearing door No. [•], in the [•] floor of the building [•], having carpet area of [•] square feet, built up area of [•] square feet, super built up area of [•] square feet covering entire [•] floor in the residential apartment complex known as '[•]', along with [•] ([•]) reserved car parking spaces.

Schedule F

(Specifications)

FLOORING :

- **Living / Dining** - 4' x 2' vitrified tiles
- **Bedrooms** - 4' x 2' vitrified tiles
- **Kitchen / Balcony / Utility** - 2' x 2' Anti skid floor tile
- **Kitchen Back splash dado** - 1' x 2' / 2' x 2' backsplash dado upto 2' height
- **Bathroom wall tiles** - 1' x 2' / 2' x 2' vitrified tile Up to ceiling height

For VRIKSHAM HOMES LLP

Designated Partner

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DOOR :

- **Main Door** - Solid timber teak door of 3'6"x7'6" with suitable Teak wood frame, melamine polished on both sides.
- **Bedroom doors** - 3'0"x7'0" Factory finished flush Doors laminated on both sides.
- **Bathroom Doors** - Film coated WPC doors Laminated on both sides.

WINDOWS :

- Aluminum sliding clear glass frame with saint gobain or equivalent brand.

PAINTING :

- **Interior Walls** - Two coats of wall putty covered with one coat of primer and 2 coats of Asian Royale emulsion.
- **Exterior Walls** - Weather proof exterior emulsion.

PLUMBING:

- **FINOLEX / ASHIRVAD** Heavy duty PVC pipes for open lines and CPVC pipes for concealed plumbing.

SANITARYWARES :

- **EWC** - Jaguar / Kohler branded wall mounted ewc with concealed tank.
- **Mixed Shower** - Jaguar / Somany branded fittings.
- **Wash Basin** - Somany / Jaguar branded Wall Mounted wash basins.

ELECTRIFICATON :

- Wires - Fireproof cables and wires, Finolex or equivalent.
- PVC Pipes - Finolex branded concealed pipes of suitable sizes.
- Switches - Suitable number of Havells switches and sockets will be provided
- MCB - Havells with Automatic switchover

COMMON AREA

- D.G for 100% Power back up.
- E.V Charging points
- CCTV Cameras
- 6 Passenger Lift - Johnson / Equivalent
- Security Room and restroom
- Transformer room
- RWH will be provided
- Owners Name Board with letter box will be provided

Schedule G

(Schedule of Payment)

Schedule of payments to be paid by the Allottee to the Promoter for construction and delivery of the Apartment

For VRIKSHAM HOMES LLP

Designated Partner

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S. No.	Period of Payment	Percentage
1.	Booking Advance Received on [•]	[•]
2.	On handing over possession	[•]
	TOTAL	[•]

Schedule H

(Floor Plan)

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND SIGNED THEIR NAMES ON THIS CONSTRUCTION AGREEMENT ON THE DAY, MONTH AND YEAR FIRST HEREIN ABOVE WRITTEN.

Allottee [•]

Promoter: M/s. Vriksham Homes LLP

Name: [•]

Designation: [•]

Witnessed by:

Signature:

Name: [•]
Age: [•]
Address: [•]
Aadhaar No. [•]

Witnessed by:

Signature:

Name: [•]
Age: [•]
Address: [•]
Aadhaar No. [•]

DRAFTED BY:

For VRIKSHAM HOMES LLP

Designated Partner

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Peritum Partners and Advocates

No. 727, 1st Floor, TIL Park,
Pathari Road, Mount Road,
Chennai - 600006

For VRIKSHAM HOMES LLP

Designated Partner

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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

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www.verified.realestate