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COMPOSITE AGREEMENT OF SALE & CONSTRUCTION

THIS COMPOSITE AGREEMENT OF SALE & CONSTRUCTION is entered into on this _____ day of _____ Two Thousand Twenty Five [_____.2025]; **by and between**

M/s. AISHWARYA PROPERTIES PRIVATE LIMITED, (Permanent Account Number. AAACA6383P) a Company incorporated under the Companies Act, 1956, having its registered office at "Newry Grandeur", No.19, (Old No.11) B-Block, 2nd Avenue, Anna Nagar East, Chennai - 600 102, represented herein by its Authorised Signatory **Mr.S.Suderman, (**AADHAR No.2598 5764 7965**)**, son of Mr.Sundaramenon, Hindu aged about 46 years, (duly authorised under a Board Resolution dated _____)

Hereinafter called the **"VENDOR"** (which expression shall unless there be anything inconsistent therewith in the context shall include their legal representatives, administrators, executors and assigns) of the **ONE PART;**

for Aishwarya Properties Private Limited

Purchaser **Authorised Signatory**
Vendor / Promoter

AND

M/s. AISHWARYA PROPERTIES PRIVATE LIMITED, (**Permanent Account Number**. AAACA6383P**)** a Company incorporated under the Companies Act, 1956, having its registered office at "Newry Grandeur", No.19, (Old No.11) B-Block, 2nd Avenue, Anna Nagar East, Chennai - 600 102, represented herein by its Authorised Signatory **Mr. S.Suderman, (**AADHAR No.2598 5764 7965**)**, son of Mr.Sundaramenon, Hindu aged about 46 years, (duly authorised under a Board Resolution dated _____) **(GSTIN No. 33ADPFS2607B1ZD)**;
Hereinafter called the "**PROMOTER**" (which expression shall unless there be anything inconsistent therewith in the context shall include their legal representatives, administrators, executors and assigns) of the **SECOND PART;**

AND

Mr. _____ (PANCARD NO: _____ & AADHAR NO: _____, Mobile No. _____) Son of Mr. _____, aged about _____ years, residing at_____, Tamil Nadu - _____.
Hereinafter called the **"PURCHASER"** (which expression shall unless there be anything inconsistent therewith in the context shall include his/her heirs, legal representatives, administrators, executors and assigns) of the **OTHER PART;**

WHEREAS an extent of vacant land of Acres 10.02 cents comprised in various survey numbers as mentioned below was purchased by the vendor herein from M/s. Sonex Realty Private Limited, registered as Document Nos: 2581, 2582, 2583 2584 of 2000 dated: 03.05.2000, in the Office of the Sub-Registrar, Avadi details herein as follows:-

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Sl. No.	Document Nos	Survey Numbers	Extent (Acres)
1	2581/2000	659/4, 659/2, 657/1A2, 657/1A1, 657/1B2, 657/1B1	2.67
2	2582/2000	663/4A2, 663/4A4, 660/2B, 661/2, 660/1B, 660/2A, 659/3, 659/1	2.30
3	2583/2000	664/1, 664/2, 657/2B, 657/2A, 663/4A1, 663/4A3	2.37
4	2584/2000	657/5, 657/4, 657/4B, 657/2D, 657/2E, 657/2C	2.68

WHEREAS subsequent to purchase the vendor herein has obtained patta in their name Patta Nos: 3291, 3292, 3293, 3294 dated 30.10.2000 issued by Tahsildar Avadi.

WHEREAS the VENDOR herein applied for and obtained Sub – Division Sanction from C.M.D.A. vide PPD/LO No.10/2009 dated 18.02.2009 for the entire extent of 10.02 Acres into 6 sub-divided Plots.

WHEREAS consequently the VENDOR herein applied for and obtained Revised Sub – Division sanction from the C.M.D.A. vide PPD/LO No.35/2012 dated 19.10.2012 for the entire extent of 10.02 Acres sub-dividing the same into 6 Plots, (such sub-division presently known as Newry Enclave) after gifting land of a total extent of 11597 sq.mts for the purpose of Roads and Parks vide Deeds of Gift dated 20.06.2008 and 27.07.2012 registered as Document Nos. 6567 of 2008 and 8640 of 2012 respectively, both in the Office of the Sub-Registrar, Avadi in favour of "The Commissioner", Avadi Municipality.

WHEREAS the VENDOR herein applied for and was granted Extract of the Avadi Town Survey Field Register by the Head Quarters Tahsildar, Poonamallee Taluk vide No. No.8A/1335/1422 dated 03.12.2012, inter-alia for an extent measuring an extent of 40548.00 sq.mts (As per Document) 11150.00 sq.mts (As per TSLR) comprised in Survey Nos. 659/2, 657/1A1, 657/1B1, 659/4, 657/1A2, 657/1B2, 657/2A, 657/2B, 657/2C, 657/4A,), (As per Document) sub-divided and assigned present T.S. Nos. 21/1, 21/2, 21/10, 21/15, 22/4 in respect of Plot No.1 in the above mentioned sub-division. The land in Plot No.1 in more particularly described in schedule – A hereunder.

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WHEREAS the VENDOR herein thus became the absolute owner in uninterrupted possession and enjoyment of Plot No.1 in "NEWRY ENCLAVE" measuring an extent of 40548.00 sq.mts (As per Document) 11150.00 sq.mts (As per TSLR) comprised in Survey Nos. 659/2, 657/1A1, 657/1B1, 659/4, 657/1A2, 657/1B2, 657/2A, 657/2B, 657/2C, 657/4A, (As per Document), sub-divided and assigned present T.S. Nos. 21/1, 21/2, 21/10, 21/15, 22/4 in respect of Plot No.1 in the above mentioned sub-division. The land in Plot No.1 in more particularly described in schedule – A hereunder.

WHEREAS Extract from the Town Survey Land Register bearing 08-09-2023 & 06-12-2017 was issued by the Tahsildar, Tiruvallur District, Avadi Taluk, Tiruvalluvar District in the name of the Vendor herein.

WHEREAS in pursuance of a Scheme for Development evolved by the Vendor being the Promoter, sanction has been obtained vide Planning Permit No. 669/2024/F1 in Letter No. 012/CP/24-25/0034365 dated 20-12.2024 and the Avadi Municipality Building Permission No. 012/BL/2024/00558 in Letter No. 012/CP/24-25/0034365 dated 20.12.2024 from the Avadi Municipality, for construction of a residential building consisting up Combined Extended Basement With Two Towers ; **Tower 1 :** 1 to 14 Floors Residential Building, **Tower 2 :** 1 to 14 Floors Residential Building **Totally 387 Dwelling Units** in the land described in Schedule "A" hereunder, hereinafter collectively referred to as the Building Complex and to be named as **"NEWRY ALTURA"**.

WHEREAS the VENDOR, have registered the Project under the provisions of the Act with the Tamilnadu Real Estate Regulatory Authority at Chennai under Registration No. _____.

WHEREAS the PURCHASER 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 and marketable title of the VENDOR.

for Aishwarya Properties Private Limited

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WHEREAS the PURCHASER have offered to join the scheme and proposes to purchase the residential apartment in the above said project has agreed to purchase _____ Sq.mts. [i.e., **UDS in** _____ **sq.ft.**] of undivided share of land in the Schedule "A" Property, which is morefully described in the Schedule "B" hereunder together with residential apartment bearing **Flat No. _____, Tower ____, _____ Floor measuring _____square feet of super built-up area ("the Apartment"),** building known as "**NEWRY ALTURA"**, inclusive of proportionate share in common areas and common amenities together with _____ Reserved Covered Car Park under the Stilt Car Parking space (earmarked in Car Parking Chart annexed hereto) constructed in "Schedule A Property" in the Project, and hereinafter referred to as the Schedule B Property and Schedule C Property for the consideration of **Rs._____/-(Rupees _____Only)** free from all encumbrances and Engage **M/S. AISHWARYA PROPERTIES PRIVATE LIMITED,** to construct an apartment as per the scheme and as per Specifications mentioned in the agreement.

AND WHEREAS the Parties hereto have decided to reduce the terms and conditions of this Agreement of Sale and Construction into writing.

1. **SALE CONSIDERATION AND PAYMENT SCHEDULE :**
   The Vendor/Promoter shall sell and Purchaser shall purchase Schedule "B & C" property for the sale consideration stipulated in the Annexure 'A' attached hereto.

a. The **VENDOR/PROMOTER** and the **PURCHASER** have mutually fixed the sale consideration of the Schedule "B & C" Property at **Rs. _____/- (Rupees _____ Only)** to be paid and payable to **M/S. AISHWARYA PROPERTIES PRIVATE LIMITED,** as per the instruction of the **VENDOR** herein.

b. The **PURCHASER** has paid **Rs. _____/- (Rupees _____ Only)** as an advance partly covered vide **NEFT, Reference No: _____, Dated: _____,** drawn on _____ **Bank.**

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c. The **PURCHASER** agrees to pay the balance consideration of **Rs. _____/- (Rupees _____Only)** to **M/S. AISHWARYA PROPERTIES PRIVATE LIMITED**.

d. The **PURCHASER** hereby undertakes to pay the aforesaid sum as stipulated above, without demand and without default as per Annexure "A" detailed in payment plan of agreement forming part of this Agreement.

e. If there is any default in payment as stipulated above, the **PURCHASER** shall pay interest on all or any amount which is due under this Agreement at the rate of highest Marginal Cost of Lending Rate of State Bank of India plus 2% per annum from the date of default till the date of payment to the **VENDOR**.

2. PERIOD OF COMPLETION AND HANDING OVER OF POSSESSION:

i. The PROMOTER shall endeavor to complete the construction of the Apartment on or before **19.12.2029** with a grace period of 6 months. The PROMOTER, based on the approved plans and specifications, assures to hand over possession of the Apartment as committed, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, Pandemic, Lock down by State / Central Government or any other calamity caused by nature affecting the regular development of the real estate project (i.e. "Force Majeure" - a event that shall include and mean any event which is beyond the control of the PROMOTER). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the PURCHASER agrees that the PROMOTER shall be entitled to the extension of time for delivery of possession of the said Apartment, provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented. The PURCHASER agrees and confirms that, in the event it becomes impossible for the PROMOTER to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the PROMOTER shall refund to the PURCHASER the entire amount received by the PROMOTER from the PURCHASER 90 days from that date of determination of impossibility of performance. After refund of the money

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paid by the PURCHASER, PURCHASER agrees that he shall not have any rights, claims etc. against the PROMOTER and that the PROMOTER shall be released and discharged from all its obligations and liabilities under this Agreement.

ii. The PROMOTER will not be liable for any delay for giving Service Connections like Electricity, Water etc., by TNEB and/or competent authorities, in spite of follow up actions taken by the PROMOTER. The PROMOTER shall not be responsible for any delay in issuing completion certificate by the competent Authorities.

iii. Additional work, if any, requested by the PURCHASER, the PROMOTER at its discretion may agree to carry out such additional work in the Apartment as detailed in clause 3. Any delay occurs due to execution of such additional work or delay in giving clearance for any specific customisation agreed to be provided in the said Apartment, such delay shall also not be construed as delay in construction or completion thereof.

iv. The PROMOTER, upon completion of construction of the said Apartment shall intimate to the PURCHASER of the same at the last known address of the PURCHASER by letter/email and the PURCHASER shall take possession of the said Apartment within 30 days of receipt of such intimation. The PROMOTER shall not be liable in any manner whatsoever, for failure of the PURCHASER to take over possession of the Apartment.

v. Upon receiving a written intimation from the PROMOTER, the PURCHASER shall take possession of the Apartment from the PROMOTER by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the PROMOTER shall give possession of the Apartment to the PURCHASER. In case the PURCHASER fails to take possession within the time provided, such PURCHASER shall continue to be liable to pay maintenance charges as applicable.

vi. The PROMOTER shall hand over possession of the Apartment to the PURCHASER as committed subject to receipt of the entire consideration including the other payments as per Schedule "Annexure A".

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vii. It is made abundantly clear that the obligation of the PROMOTER to handover the Apartment to the PURCHASER does not arise until the PROMOTER receives the entire payment/s as mentioned in Schedule "C" and on submission of the TDS Challan evidencing payment of entire TDS deducted.

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

ix. Till a specific possession letter for handing over of the said flat is issued by the PROMOTER in its letterhead signed by its duly authorized representative, the Schedule "B" Property shall be in the control and possession of the PROMOTER, without prejudice to any of the other right/s available to the PROMOTER under this Agreement. The PURCHASER has no right to enjoy the Schedule "B" Property and/or to enter into any such Agreements like Agreement for sale/lease etc., with any third party till receipt of such letter.

x. It is agreed by the PURCHASER that the house warming ceremony can be performed only after full settlement of all payments and dues to the PROMOTER under this Agreement.

3. ADDITONAL WORK / CHANGES /INTERIORS :

a) Additional work if any requested by the PURCHASER

i. The PROMOTER may at its discretion agree to carry out such additional work at the cost and expense of the PURCHASER subject to full payment made in advance of estimation cost by the PURCHASER.

ii. Such Additional work, that are executed will be liable for all applicable taxes & levies as on that date.

b) In case the PURCHASER changes any product given in the specifications at the cost of the PURCHASER to suit the convenience of the PURCHASER, the PROMOTER shall not give any discount/rebate for the product indicated in the specifications.

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c) The PURCHASER shall not tamper in any way with the beams, R.C.C. slabs and Columns that may come within or outside the said apartment, including post handing over of possession of the said apartment. It is expressly agreed that no alterations/additions/modifications in the internal structure of the Said Apartment will be sought by the PURCHASER.

d) In case the PURCHASER opting for fixing grills the PURCHASER shall use only the standard grill design to be decided by the PROMOTER.

e) For carrying out such interior work mentioned above the PURCHASER or the person engaged by the PURCHASER /labourers will be allowed to work only on working days between 7 am and 6 pm. The Labourers will not be allowed to stay in the said Apartment/ building complex in the night. All scrap and waste material should be kept inside the said Apartment and disposed outside directly by the PURCHASER or the person engaged by the PURCHASER.

f) If any damage is caused to the said Apartment and/or structure of the building while carrying out the interior work / Additional Work (Electric/ Plumbing/ Carpentry) by the PURCHASER or any third party engaged by the PURCHASER, the PROMOTER shall not be responsible or liable for such damages. It is the sole responsibility and liability of the PURCHASER to rectify such damages immediately at his cost, under the supervision of the PROMOTER.

g) The PURCHASER is strictly restricted and not permitted to undertake any civil / Alteration work inside the Apartment at any time in future.

4. DEFECT LIABILITY & RECTIFICATION OF DEFECTS:

a. 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 PURCHASER, any damages caused due to the act of god or natural calamities or fire accidents, any wilful or accidental damages caused, any damages caused due to tampering by the PURCHASER, any defect to be brought to the notice of the PROMOTER within **2 years** from the date of intimating the readiness to handover of the

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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.

b. The PROMOTER shall also not be responsible for any damage that may be caused by the PURCHASER or by any person engaged by the PURCHASER for interior work/additional work (viz., Electrical/Plumbing/Carpentry etc.,) either directly or indirectly.

c. Third party warranty on products shall be governed by the terms and conditions provided by the manufacturer of the respective products. Manufactured and Bought Out Items (like External Fittings or Sanitary Material, Switches etc.,) registered with warranty extended by the Manufacturers are excluded from the defect Liability covered under this Clause.

d. In case of defects in manufactured and bought out Items (registered with Warranty extended by the Manufacturers) claims have to be directly made by the PURCHASER to such Manufacturer/Dealers of such Bought out Items. The PROMOTER shall assist and provide necessary support to the PURCHASER.

e. The PURCHASER is bound to inspect the Schedule "B" Property on all aspects /completion before taking possession of the Said Apartment.

5. TITLE DEEDS :

a. The **VENDOR** has delivered a complete set of photocopies of the title deeds pertaining to the Schedule –"A" Property to the **PURCHASER**.

b. The **PURCHASER** has perused all the title deeds and other records pertaining to the Schedule "A" Property and the **PURCHASER** is fully satisfied with the title of the **VENDOR** herein.

c. The **VENDOR** agrees to permit the **PURCHASER** or his agents or representatives to inspect the original title documents during working hours on any working day, with prior notice in writing.

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d. The **VENDOR** shall handover the Original title deeds relating the Schedule "A" property to the co-owners of the property, after completion of the envisaged project under the scheme of development detailed above.

6. POSSESSION:

The **PURCHASER** agrees that the **VENDOR** shall hand over the possession of the Schedule "B & C" Property to the **PURCHASER** only after payment of all the amounts due under this Agreement.

The **PURCHASER** shall enjoy the Schedule "B & C" Property along with the co-owners of the undivided share in the land described in the Schedule "A" hereunder having all common rights without any demarcation or distinction.

7. RIGHTS AND DUTIES OF THE PROMOTER:

The PROMOTER shall

a. construct the said Apartment with good workmanship using standard materials, providing labour, tools and equipment required;
b. appoint and engage competent contractors, sub-contractors, engineers, supervisors, workmen and other persons required;
c. purchase requisite materials on behalf of the PURCHASER.
d. provide only electrical points. The cost of all electrical fixtures and consumables like bulbs, fan, fittings etc., will be borne by the PURCHASER.
e. ensure that, the covenants contained herein are followed in other Agreements to be entered into between the PROMOTER and the owners of the other Apartments in the Building complex.
f. provide the Building complex with a captive source of water, depending on feasibility by bore well as per the expert consultant advice, without any guarantee as to quality, quantity or sustained availability of water there from and the PROMOTER will not be responsible for supply of adequate water due to seasonal and environmental changes
g. The PROMOTER or persons claiming through, under or in trust for the PROMOTER shall have the right to enforce the stipulations contained herein.

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8. RIGHTS OF THE PURCHASER:

The Purchaser shall have the following rights in respect of Schedule "B" Property and Schedule "C" Property thereon:

1. The right to use the Schedule ''C'' Property only for residential purposes subject to the terms of this Agreement.
2. The right and liberty to the Purchaser and all persons entitled, authorized or permitted by the Purchaser (in common with all other persons entitled, permitted or authorized to a similar right) at all times and for all purposes, to use and enjoy all the internal spaces and other areas and facilities of common use in "**NEWRY ALTURA**" Project.
3. The right to free and uninterrupted passage of water, electricity, sewerage, etc., from and to the Schedule "A" Property/Schedule "B" Property through the pipes, wires, sewer lines drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Schedule "A" property or any part thereof.
4. Right to use underground sewerage disposal system in the layout and right to draw water from common water supply system subject to bearing and sharing the applicable charges directly or proportionately for the common maintenance expenses.
5. Right to use and enjoy all common services and facilities in "**NEWRY ALTURA**" Project subject to payments of common expenses and maintenance deposit/charges.

9. RIGHTS AND DUTIES OF THE PURCHASER:

a) The PURCHASER agrees that, the PURCHASER shall

i. Use in common all common passages, sewers, drains, water courses and other amenities now in or upon or hereafter to be erected or installed in the land mentioned in Schedule "A" Property.

ii. Extend mutual support in as much as possible with respect to the services that have been provided separately for each individual owner, in such a manner as not to interfere with normal functions of the owner

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of other Apartments/ co-owner of land in Schedule "A" property for better enjoyment of the Schedule "A" property.

iii. Give the other owners of the undivided share in Schedule "A" Property all necessary support, adjacent, vertical, horizontal and lateral. The supporting common walls, roofs and all common areas of the proposed Building Complex over the Schedule "A" Property shall be maintained and repaired in common by the all the co-owners and occupants of the entire building.

iv. Enjoy the said Apartment along with the owners of the other Apartments, who are the co-owners of the Schedule "A" Property, according to the normal practices, conventions, restrictions and obligations that are common to the system of Apartments among others, those in particular in the enjoyment of open space, rights of others, walls, passages, sewers, drains and water courses and such other items that are common to each other.

v. Use the said Apartment only for residential purpose and shall not use the same for commercial purpose.

vi. Sign from time to time all papers, documents and to do all things as the PROMOTER may require the PURCHASER to do for the effective completion of the construction, safeguarding the interest of the owners of the other Apartments in the Building Complex and in matters connected with obtaining, erecting and providing the infrastructural facilities like electricity, water, drainage (if applicable) etc.

vii. Share the cost of repairs /maintenance along with owners of other Apartments in the Building complex, all common areas and other common amenities to be provided, in common.

viii. Not store anything prohibited by law or which is inflammable, hazardous or is likely to cause nuisance or danger or diminish the value or the utility of other portions of the building over the Schedule "A" Property. In breach of the obligations contained in this Clause the PURCHASER shall be liable to indemnify the owners of other Apartments/occupants in the Building Complex for any loss and/or

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damage that they may suffer or be put to on account of the PURCHASER's negligence.

ix. Not by virtue of this deed acquire any right of light or air which may prejudice free use of other Apartments in the proposed Building Complex in the Schedule "A" property.

x. Not keep personal items, display of any wares such as shoe racks and/or any other material in any place intended for common use.

xi. Not use the pathways, driveways, open spaces within the Schedule "A" Property for parking any vehicles and/or to use them in a manner which may cause hindrance for the free ingress from and to the various parts of the Schedule "A" Property.

b) The PURCHASER further agrees that

i. The PURCHASER is entitled to own, enjoy the said Apartment and shall not obstruct the use and enjoyment of owners of the other Apartments/ co-owners of the Schedule "A" Property, who are lawfully entitled to the same

ii. The PURCHASER and all persons authorised by the PURCHASER, shall have the right to enter into the other parts of the building/s in the Building Complex at all reasonable times, and after due notice for the purpose of repairing, maintaining the amenities provided in the Building Complex which pass through or are supported by other portions of the Building/s.

iii. The PURCHASER is entitled only to the area assured in the Schedule "B" hereunder. The PROMOTER is at liberty to deal with all other areas. The PURCHASER agrees not to raise any construction whatsoever in addition or other than to that mentioned in Schedule "B" hereunder.

iv. This contract to the extent applicable shall be mutually enforceable by owner of the Apartment in the Building Complex against other (inter-se applicable between owners of the Schedule "A" property) and the PURCHASER agrees for the same.

v. The garbage/waste will be disposed at the place earmarked for the purpose and shall avoid littering in the common areas.

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Purchaser

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vi. The PURCHASER, Children of the PURCHASER/ occupant of the said Apartment are not permitted to play games like cricket, tennis, etc., in the common areas including drive ways of the Schedule "A" Property.

vii. The PURCHASER along with owners of the other Apartments in the Building Complex shall not put up construction of any nature in any common area in the Schedule "A" Property. After handing over of the said Apartment, if the PURCHASER undertakes any interior work at any future date inside the said Apartment, the same should be intimated in writing to the Association well in advance and such work shall be carried out without causing any inconvenience to the residents of the neighboring Apartments. However no structural change should be done by the PURCHASER at any time.

viii. Only split air-conditioning units can be installed in the said Apartment. Installation of window type Air-conditioning unit is not permitted since there is no provision for drain outlets and the same will affect the common walls and facade /elevation of the building complex.

ix. The PURCHASER shall not fix the clothes lines or rods extending beyond the balcony of the said Apartment.

x. If the PURCHASER fails to take possession of the Schedule "B & C" Property as aforesaid within 30 days from the date of letter of readiness of possession, then the Schedule "B & C" Property shall lie at the entire risk and cost of the PURCHASER. However the PROMOTER shall hold the Schedule "B" Property at the risk and cost of the PURCHASER and the PROMOTER shall not be responsible or liable for any amount, on any account. In such an event, the PURCHASER shall be deemed to have been fully satisfied in all respects concerning construction and all other work relating to the Schedule "B" Property. The PURCHASER shall have no right or claim of any nature in respect of completion of the Schedule "B & C" Property.

xi. The PURCHASER herein shall realistically observe the rules and regulations pertaining to the usage of the common areas, as may be stipulated by the Association from time to time.

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Purchaser

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xii. All the co-owners of the Schedule "A" property shall enjoy their Undivided Share in the said Property in common without any specific demarcation or distinction.

10. BUILDING MAINTENANCE, MAINTENANCE OF COMMON AREAS AND AMENITIES & MAINTENANCE CHARGES:

i. The PURCHASER agrees that the PROMOTER shall have the option and right to maintain all common areas/ amenities/ Facilities of the Building Complex in the Schedule "A" property for a period of 12 months as set out hereunder.

ii. The PURCHASER is required to pay an indicated monthly maintenance charges as on built up area towards proportionate maintenance charges for all common amenities common electricity, security housekeeping of common areas etc.

iii. The said Maintenance charges will be applicable from the date of intimation of the letter of readiness to handover the said flat sent by the PROMOTER to the PURCHASER.

iv. During the maintenance period of 12 months detailed above, the PROMOTER reserves its right to maintain by itself and/or hand over to a reputed maintenance agency, as required.

v. The monthly maintenance charges collected herein shall be expended towards the following and will cover:

- 24 X 7 - Security Arrangement – Posting of Required number of Security Guards controlling security and movement of outsiders/visitors.
- Housekeeping/Upkeep of all common amenities and areas such as the Entrance, Lobby, Lift Lobby, Staircase, Head Room, Terrace, Driveways, open areas in and around the building complex etc.
- Common lighting in all common areas viz. Lobbies, Corridors, driveway, staircase Exterior of the building, compound wall peripheral etc.,
- Operating pumps, regulating water supply and distribution.
- Maintenance and operating the Generator, Lifts.
- Common EB usage – The common EB Bill for the common areas to be part of the maintenance.

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- Charges towards purchase of diesel for generator back up for common lighting, lift pump and for few lighting and fan loads, refrigerator of the individual Flats.
- Charges towards Purchase of water (if necessitated)
- Fees and charges for renewal of licenses, liasoning with Department for statutory approvals/insurance, CIEG Certificate etc. if any.
- Replacement of and repairs and spares for equipment's provided as part of common amenities and facilities.

vi. Over and above the maintenance expenses & operating expenses, the annual maintenance contract, insurance, etc. incurred periodically for all the Equipment's installed including but not limited to Lifts, Generator, etc. and all/any other facility/s provided for common use, will be within the scope of the common expenditure of the complex to be managed by the registered association detailed infra.

vii. The monthly maintenance expenses and common expenditure detailed above and such other common expenses of recurring nature shall not be met out of the Corpus fund.

viii. Twelve months from the date of commencement of maintenance period, the PROMOTER shall relinquish the responsibility automatically. Thereafter the onus & responsibility of maintenance relating to the building complex shall be assumed either by the registered association formed or the co-owners of Schedule – A property collectively.

ix. The PROMOTER however reserves its right under this agreement to extend the period of 12 months or handover earlier than 12 months as envisaged in this clause as deemed fit and at its discretion.

x. In case the indicative advance maintenance charges collected under this agreement does not cover actual expenditure, such additional expenses paid by the PROMOTER on account of common expenditure shall be collected from the PURCHASER. In case of failure by the PURCHASER to pay such higher maintenance charges, the PROMOTER is entitled to adjust the same from the Corpus Fund.

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xi. If there is an excess on Maintenance account collected, the PROMOTER shall transfer the same (to the credit of the PURCHASER) to the registered association detailed above. The PURCHASER authorizes herein, the PROMOTER to transfer such advance maintenance in excess to the registered association.

xii. In the event of inability to pay the maintenance charges and/or any default in payment by the PURCHASER, the PURCHASER may be deprived of his right to enjoy the common amenities and facilities.

xiii. The PURCHASER shall keep the said flat, internal walls, partition walls, sewers, drains, pipes and appurtenances in good tenable condition. The PURCHASER shall permit the workmen to enter the said flat and/or any part thereof for maintenance, repairs, replacements etc.

xiv. The PURCHASER further agrees although the maintenance period specified in clause (a) herein 12 months, the PROMOTER has an option to handover the maintenance of the building to the association owners, if the same is formed earlier.

xv. At the time of handing over of maintenance to the Association, if there is an excess on Maintenance account collected, the PROMOTER shall transfer the same to the association.

11. DELAY/BREACH/WITHDRAWAL OF CONTRACT BY THE PURCHASER: PURCHASER'S COVENANT:

a. In the event of the PURCHASER failing to pay the aforesaid sums, in the manner provided in the Annexure "A" or cancel/withdraw from the Project except for the default of the PROMOTER, then the PROMOTER at their discretion after due notice of Seven days to the PURCHASER is entitled to cancel this Agreement and re-allot the Apartment, to the another party and the PURCHASER 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 PURCHASER within 90 days of such cancellation without interest, simultaneous to the PURCHASER executing necessary cancellation and registration of the Agreement and/or sale deed by the PURCHASER.

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b. In the event of cancellation as detailed above the

i. PROMOTER shall allot the Schedule "B & C" Property to its nominee/s

ii. The PROMOTER will after deducting 10% of the value of the property as liquidated damages and expenses, refund the balance amounts received. The PURCHASER will also forfeit all taxes, stamp duty and registration charges, incidental expenses if any incurred by the PURCHASER for acquiring the Schedule "B & C" Property.

iii. The PURCHASER, and authorises the PROMOTER to deduct from the refund amount, payable if required.

iv. The PURCHASER shall execute and register necessary cancellation deeds, re-conveyance deeds, cancellation of construction agreement, or execute and register General Power of Attorney in favour of the nominee of the PROMOTER for execution of such cancellation deeds and/or re-conveyance deeds in respect of the Schedule "B & C" Property and all the Stamp duty, registration charges and incidental expenses pertaining to re-conveying the Schedule "B & C" Property in favor of the Vendor herein and such other document/s, shall also be borne by the Purchaser herein.

a. The PURCHASER shall extend full co-operation for the above for execution of such cancellation and re-conveyance of the Schedule "B & C" Property.

b. In case the PURCHASER has availed housing loan for acquiring the Schedule "B & C" Property, the PROMOTER shall refund the entire amount paid by the bank/financial institution together with penalty if any, to the Bank/Financial Institution and refund such balance amount if any, to the PURCHASER.

c. In case the PURCHASER fails to co-operate on cancellation of deeds, the PROMOTER shall approach the Tamilnadu Real Estate Regulatory Authority (RERA) and obtain necessary directions for disposal of the Schedule "B & C" Property along with the proportionate undivided share in land, at the cost of the PURCHASER including legal and other charges,

for Aishwarya Properties Private Limited

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without prejudice to any other right and/or remedy available to the PROMOTER.

d. The PURCHASER shall return all the agreements, receipts and other documents duly cancelled before such refund and submission of the same is an pre requisite obligation for refund.

12. CONSTANT DESIGN:

The PROMOTER has paid security deposit to the planning authorities for obtaining plan sanction. In the event of any alteration/modification carried out without prior authorisation, the said security deposit will be forfeited by the planning authorities. In order to maintain the harmony of the building's design and colour scheme, the PURCHASER shall not individually or jointly with the owners of the other Apartments in the Building Complex, do, cause or permit to be done any alteration on the exterior of the building, including putting up of name boards, advertisements, outdoor units of the air conditioners in spaces not allocated for the purpose. In default of the above, the PURCHASER individually or collectively with the owners of other Apartments in the Building Complex shall be liable to indemnify the PROMOTER for the value of the security deposit and for any cost, loss or damage suffered by the PROMOTER. The PURCHASER will also be liable to the PROMOTER and/or the owners of the other Apartments in the Building Complex for any deterioration to the aesthetic and overall harmony of the building.

13. AGREEMENTS:

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

b) If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the

for Aishwarya Properties Private Limited

Purchaser **Authorised Signatory**
Vendor / Promoter

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

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

d) 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.

14. GENDER/PLURAL/SINGULAR:

Any reference made to the parties herein in singular, or plural, or in any gender would mean and include the respective parties hereto, unless otherwise repugnant to any of the terms and conditions contained herein.

15. SEVERABILITY:

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

16. ADDRESS FOR NOTICES / COMMUNICATION:

That all notices to be served on the **PURCHASER** and the **VENDOR** as contemplated by this Agreement shall be deemed to have been duly served if sent to the **PURCHASER** or the **VENDOR** by Registered Post/ e-mail/ courier at their respective addresses specified below:

for Aishwarya Properties Private Limited

Purchaser **Authorised Signatory**

Vendor / Promoter

PURCHASER:

Mr. _____

_____

_____

_____

VENDOR:

M/s. AISHWARYA PROPERTIES PRIVATE LIMITED,

Newry Grandeur,

No.19 (Old No.11), B – Block, 2nd Avenue,

Anna Nagar East, Chennai – 600 102.

It shall be the duty of the **PURCHASER** and the **VENDOR** to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post / Email failing which all communications and letters posted at the above address shall be deemed to have been received by the **VENDOR** or the **PURCHASER**, as the case may be.

That in case there are joint **PURCHASER** all communications shall be sent by the **VENDOR** to the **PURCHASER** whose name appears first and at the address given by him which shall for all intents and purposes to consider as properly served on all the **PURCHASER.**

17. COMPLETE AGREEMENT:

The parties acknowledge that this Agreement is the complete Agreement. This Agreement supersedes Letter of Offer / payment plan, any prior agreements and representation between the parties, whether written or oral. Any such prior arrangements are cancelled as at this Date. Any representations made through the brochures or web sites or advertisements are conceptual only. Any verbal discussions made with sales people or any employees of Vendor/Developer which are not part of this legally binding agreement are not binding/obligatory on the Vendor/Developer.

for Aishwarya Properties Private Limited

Purchaser

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18. 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

SCHEDULE "A" PROPERTY

(Description of the Total Land)

All that piece and parcel of land bearing **Plot No.1** "NEWRY ENCLAVE" (vide Revised Sub-Division plan issued by C.M.D.A. PPD/LO No.35/2012 dated 22.10.2012 - such Sub-division presently known as Survey No: 659/2, 657/1A1, 657/1B1, 659/4, 657/1A2, 657/1B2, 657/2A, 657/2B, 657/2C, 657/4A), (As per Document) sub-divided and assigned present T.S.Nos. 21/1, 21/2, 21/10, 21/15, & 22/4 Block No – 77, Ward – 1, Avadi to Poonamalle High Road, (as per Extract of the Avadi Town Survey Field Register vide No. TR DT: 08-09-2023 & 06-12-2017 issued by the Head Quarters Tahsildar, formerly Poonamallee Taluk, Presently Avadi Taluk) of Paruthipattu Village, Thiruvallur District bounded on

North by : Private Property
South by : Newry Celio
East by : Shell Petrol Bunk
West by : Newry Celestial

In all measuring a total extent of 11150.00 sq.mts (120018.6 Sqft) (As per TSLR) corresponding to (50 Grounds) or thereabouts situated within the Sub-Registration District of Avadi and Registration District of Tiruvallur.

SCHEDULE "B" PROPERTY

Undivided share of land in Schedule "A" Property proportionate to the super built up area of the Schedule "C" Property, measuring _____ **sqft** approximately.

for Aishwarya Properties Private Limited

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SCHEDULE "C" PROPERTY

Unit/Apartment No._____, Tower _____, measuring _____ **sqft** super built area, situated in _____ floor, Building Complex named as "**NEWRY ALTURA** " formed in Schedule "A" Property, along with _____ Reserved Covered Car Park under the Stilt.

The present Market value of the Schedule "B" Property and Schedule "C" Property is Rs._____/-

IN WITNESS WHEREOF, the Vendor and the Purchaser have signed this Agreement of Sale,on the day, month and year first above mentioned, at Chennai.

WITNESSES:

1.

2.

for Aishwarya Properties Private Limited

Purchaser

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ANNEXURE A
"NEWRY ALTURA"
PAYMENT PLAN FOR AGREEMENT

Name of the Purchaser: **Mr.**_____

Unit / Apartment No.	
Floor	
Tower	
Building Complex Name	**NEWRY ALTURA**
Super Built Up Area (in sqft)	
Undivided Share in Land (in sqft)	
Total cost of the Schedule B & C Property	

SL. NO.	PARTICULARS	RS.
1.	Booking Amount	5,00,000/-
2.	Agreement Within 15 Days from the date of booking	10%
3.	Commencement of Foundation	20%
	Commencement of Basement Roof	20%
4.	Commencement of Ground Floor Roof	10%
5.	Commencement of 01st Floor Roof	10%
6.	Commencement of 07th Floor Roof	10%
7.	Commencement of 14th Floor Roof	10%
8.	On Completion of Flooring of the Respective Unit	5%
9.	On Intimation of Handing Over	5%
	TOTAL	**100%**

for Aishwarya Properties Private Limited

Purchaser

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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,
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