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DIGITALLY VERIFIED RECORD

CONSTRUCTION AGREEMENT

This Deed Of Agreement for Construction is entered into at Chennai on this the day of _____ **2024**

BY AND BETWEEN

We M/s N M Promoters (Pan No: AAJFN1089K) represented by 1) Mr.K Balachandra Reddy (Permanent Account Number AAFPB9450L), son of Late Rama Subba Reddy, aged about 47 years,2) M Audiseshaiah (Permanent Account Number AAOPS9202J) S/o Late M Chenchaiah 3) M Venkata Subba Rao (Permanent Account Number AADPR6810J) S/o M Audiseshaiah all residing at, having Office at No 38/74 Bazullah Road, T.Nagar,Chennai -600017 hereinafter referred to as the **"LAND OWNER AND DEVELOPER**

AND

Mr.----------(Permanent Account Number ----------), son of ----------, aged about --- years, residing at ----------, hereinafter referred to as **"ALLOTTEE/PURCHASER";**

For N.M. PROMOTERS

Authorised Signatory

(The terms LAND OWNER/ DEVELOPER and ALLOTTEE/PURCHASER shall unless excluded by or repugnant to the context, be deemed to mean and include their heirs, executors, legal representatives, successors-in-interest, administrators, nominees and assigns), witnesseth as follows:-

WHEREAS the VENDOR is the absolute Owner of all that piece and parcel of the Land, Building and Premises bearing Thiruneermalai Main Road, Thiruneermalai, Chennai – 600 044, Land measuring an extent of 2600 Square meters as per patta No.3245,Least Land Extent of 1999.13 Sqm, comprised in Survey Number 306 of Thiruneermalai Village, Pallavaram Taluk, Chengelpet District having acquired the same from his S R M Pl Subramaniam, represented by Power of Attorney A Senthil Karuna vide Doc.No: 52/2006 dated 23-01-2006 by way of Sale Deed vide Doc.No.2825/2006 dated 14.07.2006, at the Pammal Registrar Office, Registration District of South Chennai, to construct Residential Apartments in the said Property.

Whereas ever since from the date of acquisition, the VENDOR acquired absolute title and possession thereof, free from all encumbrances by paying all public dues and duties; and revenue records mutated in the name of the VENDOR by the Office of the Chengelpet District, Pallavaram Taluk, Thiruneermalai Village by patta No.3245

WHEREAS the Owner approached the DEVELOPER/BUILDER to develop and construct Residential Apartment in the said Property by Joint Venture and subsequently the OWNER and DEVELOPER/BUILDER entered into a Joint Development Agreement dated 04/07/2019 on the terms and conditions stated therein. Whereas the LAND OWNER/ DEVELOPER demolished the said Building as per the permit issued by Greater Chennai Corporation and subsequently the OWNER continue to own and possess the Vacant Land, which is more fully described in the Schedule "A" hereunder. Whereas the OWNER requested the LAND OWNER/ DEVELOPER to apply for the fresh Building Permit as per the Tamilnadu combined development and Building rules 2019 and accordingly the DEVELOPER/BUILDER obtained necessary sanctions from Chennai Metropolitan development Authority vide B/Non High Rise Bldg _____ and Planning Permit Number _____ and Tambaram Municipal Corporation vide Plan Submission Number _____ and Building Plan Number _____ just commenced Construction. The LAND OWNER/ DEVELOPER has registered the project under the provisions of the Act with the Real Estate Regulatory Authority at Chennai on ---------- under Registration No. ----------.

For N.M. PROMOTERS

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WHEREAS the ALLOTTEE/PURCHASER has prior to the execution of this Agreement satisfied about the title of the OWNER'S and entitlement of the LAND OWNER/ DEVELOPER of the said Premises and/or Building, plans and specifications of the said Building including the proposed Apartment to be constructed to the ALLOTTEE/PURCHASER and the ALLOTTEE/PURCHASER shall not be entitled to further investigate the title of the Schedule "A" mentioned Premises. WHEREAS the ALLOTTEE/PURCHASER herein decided to own one such Residential Apartment in "AVANTIKA", marked as "---" at ------- Floor having Carpet Area of ----- Square Feet (Super Built Up area of ---- Square Feet) together with ---- covered car park area marked as "---", which is more fully described in the Schedule "B" hereunder to be constructed by the LAND OWNER/ DEVELOPER.

WHEREAS the ALLOTTEE/PURCHASER has agreed to and entrusted the work of construction of the ownership Apartment selected by the ALLOTTEE/PURCHASER to the DEVELOPER/BUILDER herein and the LAND OWNER/ DEVELOPER has agreed to construct the aforesaid Apartment in the Schedule "A" mentioned Premises as per the terms and conditions set out herein.

WHEREAS after negotiations, the PARTIES herein, namely, the LAND OWNER/ DEVELOPER and the ALLOTTEE/PURCHASER mutually covenants with each other as follows and are desirous of reducing the terms of their Agreement in writing.

NOW THIS DEED OF AGREEMENT WITNESSETH AS FOLLOWS: -

1. ENTITLEMENT:

It is hereby expressly stated that M/s.N M Promoters, the LAND OWNER/ DEVELOPER herein, will alone be entitled to construct the Apartment, sheds, utility areas, Rooms-in-Terrace, and other constructions therein, out of which the ALLOTTEE/PURCHASER is to be provided with the Schedule "B" mentioned Apartment.

For N.M. PROMOTERS

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2. CONSTRUCTION COSTS AND OTHER RELATED PAYMENTS:

a. The Construction Cost for the Apartment based on the Carpet Area of Rs.----------/-(Rupees ---------- only), is agreed by the ALLOTTEE/PURCHASER with the LAND OWNER/ DEVELOPER and the said Construction Cost is exclusive of GST that the ALLOTTEE/PURCHASER has agreed to pay separately;

b. The ALLOTTEE/PURCHASER has agreed to pay a sum of Rs.----------/-(Rupees ---------- only), towards Development, Legal and Documentation charges together with Construction cost to the DEVELOPER/ BUILDER;

c. The ALLOTTEE/PURCHASER has paid a sum of Rs.----------/-(Rupees ---------- only), to the DEVELOPER/BUILDER by way of ----------, as advance amount towards construction cost.

d. The ALLOTTEE/PURCHASER agrees to pay the balance construction cost, Development, Legal and Documentation charges amounting to Rs.----------/-(Rupees ---------- only), as per the mode of payment set out in the Schedule "C" hereunder.

e. The ALLOTTEE/PURCHASER has further agreed to pay a sum of Rs.----------/-(Rupees ---------- only), towards GST and in case of any change / modification in the existing taxes and any other new Taxes, the subsequent amount payable by the ALLOTTEE/PURCHASER to the LAND OWNER/ DEVELOPER shall be increased /reduced based on such change /modification;

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f. The ALLOTTEE/PURCHASER has agreed to pay a sum of Rs.2,50,000/= (Rupees Two lakh Fifty Thousand Only), towards corpus fund and the corpus fund to be utilized for any expenditure in maintenance of the Building and other Infrastructural Facilities and Amenities in the Project and shall be paid at the time of demand raised by the LAND OWNER/ DEVELOPER. The LAND OWNER/ DEVELOPER shall transfer this amount after deducting any expenses incurred, for the purpose of maintenance of the buildings; without interest to the agency to be appointed by the Association / Society to be formed by the ALLOTTEE/PURCHASER with other ALLOTTEES/PURCHASERS;

g. The LAND OWNER/ DEVELOPER shall periodically intimate to the ALLOTTEE/ PURCHASER the amount payable as stated above and the ALLOTTEE/PURCHASER shall make payment within 15 days from the date of such written intimation;

h. The Construction Cost is escalation-free, save and except increases, which the ALLOTTEE/PURCHASER hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges, which may be levied or imposed by the competent authority from time to time;

i. The LAND OWNER/ DEVELOPER undertakes and agrees that while raising a demand on the ALLOTTEE/PURCHASER for increase in development charges, cost/charges imposed by the competent authorities, the LAND OWNER/ DEVELOPER shall quote the said notification/order/rule/regulation to that effect along with the demand letter being issued to the ALLOTTEE/PURCHASER;

j. The ALLOTTEE/PURCHASER shall make the payment as per the payment schedule provided in clause 2(d) with tax and other charges, if any, provided in this agreement. The ALLOTTEE/PURCHASER authorizes the LAND OWNER/ DEVELOPER to adjust all payments made by the ALLOTTEE/PURCHASER under any head(s) of dues against lawful outstanding, if any, in ALLOTTEE/PURCHASER name as the LAND OWNER/ DEVELOPER may in its sole discretion deem fit and the ALLOTTEE/PURCHASER undertakes not to object/demand/direct the LAND OWNER/ DEVELOPER to adjust this payment in any particular manner.

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3. MODE OF PAYMENT:

(a) All payments shall be made by Cheques or Demand Drafts or through RTGS. The date of credit of the amount into the account of the LAND OWNER/ DEVELOPER will be considered as the date of payment made by the ALLOTTEE/PURCHASER and the delayed payment charges will become payable from the due date;

(b) The ALLOTTEE/PURCHASER hereby undertakes and assures that based on the stage intimation letters issued / to be issued by the LAND OWNER/ DEVELOPER to the ALLOTTEE/PURCHASER the above payments shall be made by the ALLOTTEE/PURCHASER within the due date and without any further demand, as time for payment of the above said sums being the essence of the contract and the ALLOTTEE/PURCHASER is fully informed by the LAND OWNER/ DEVELOPER that any default in payment of the above said amount would affect the completion of the Project;

(c) The ALLOTTEE/PURCHASER shall not delay, withhold or postpone the payments due as provided in this agreement, on whatever reason and in that event, the ALLOTTEE/PURCHASER shall be responsible for any consequential sufferance or damages and the ALLOTTEE/PURCHASER shall adhere to clause 5(a)(1) mentioned herein. The LAND OWNER/ DEVELOPER will have the first charge or lien on the Schedule "B" mentioned Premises on all balance amounts due by ALLOTTEE/PURCHASER until it is paid;

4. PERIOD OF COMPLETION AND HANDING OVER OF POSSESSION:

(a) The LAND OWNER/ DEVELOPER shall endeavour to complete the construction of the Apartment by June 2021. The LAND OWNER/ DEVELOPER agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The LAND OWNER/ DEVELOPER, based on the approved plans and specifications, assures to hand over possession of the Apartment as committed, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project. In the event of the completion of the Project is delayed due to the Force Majeure conditions then the ALLOTTEE/PURCHASER agrees that the DEVELOPER/BUILDER shall be entitled to the

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extension of time for delivery of possession of the Apartment. The ALLOTTEE/PURCHASER agrees and confirms that, in the event it becomes impossible for the LAND OWNER/ DEVELOPER to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the LAND OWNER/ DEVELOPER shall refund to the ALLOTTEE/PURCHASER, the entire amount received by the LAND OWNER/ DEVELOPER from the allotment, within six months from that date of determination of impossibility of performance. After refund of the money to the ALLOTTEE/PURCHASER agrees that the ALLOTTEE/PURCHASER shall not have any rights, claims etc. against the LAND OWNER/DEVELOPER and that the LAND OWNER/ DEVELOPER shall be released and discharged from all its obligations and liabilities under this Agreement;

(b) The LAND OWNER/ DEVELOPER upon completion of construction of the Apartment shall intimate to the ALLOTTEE/PURCHASER of the same at the last known email / mail address of the ALLOTTEE/PURCHASER by email or letter and the ALLOTTEE/PURCHASER shall take possession of the Apartment within 15 days of receipt of such intimation. The LANDOWNER/ DEVELOPER shall not be liable in any manner whatsoever, for failure of the ALLOTTEE/PURCHASER to take over possession of the Apartment;

(c) Upon receiving a written intimation from the LAND OWNER/ DEVELOPER as above, the ALLOTTEE/PURCHASER shall take possession of the Apartment from the LAND OWNER/ DEVELOPER by executing necessary indemnities, undertakings and such other documentation, if required, and the LAND OWNER/ DEVELOPER shall give possession of the Apartment to the ALLOTTEE/PURCHASER. In case the ALLOTTEE/PURCHASER fails to take possession within the time provided above, such ALLOTTEE/PURCHASER shall continue to be liable to pay maintenance charges as applicable;

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(d) The LAND OWNER/ DEVELOPER shall hand over possession of the Apartment to the ALLOTTEE/PURCHASER as committed subject to receipt of the entire consideration including all other payments as agreed vide this Agreement and Agreement of sale etc., It is made abundantly clear that the obligation of the LAND OWNER/ DEVELOPER to handover the Apartment to the ALLOTTEE/PURCHASER does not arise until the LAND OWNER/ DEVELOPER receives the entire payment/s as said above;

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

5. BREACH OF TERMS AND ITS REMEDY:

(a) ALLOTTEE/PURCHASER COVENANT:

1. In the event of the ALLOTTEE/PURCHASER failing to pay the balance construction cost with tax and other charges, if any, provided in this agreement or cancel/withdraw from the Project except for the default of the LAND OWNER/ DEVELOPER, then the LANDOWNER/ DEVELOPER at its discretion after due notice of 30 days to the ALLOTTEE/PURCHASER is entitled to cancel this Agreement and re-allot the Apartment, to the another party. The ALLOTTEE/ PURCHASER shall thereafter has no right, interest or claim over the Apartment and consequent to such termination, subject to deduction of the booking amount, the LAND OWNER/ DEVELOPER shall refund the amounts collected from the ALLOTTEE/PURCHASER within 90 days of such cancellation without interest, simultaneous to the ALLOTTEE/PURCHASER executing necessary cancellation and registration of the Agreement and/or sale deed by the ALLOTTEE/ PURCHASER; The ALLOTTEE/ PURCHASER shall incur all cost and expenses in respect of the said Cancellation Deeds.

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2. The ALLOTTEE/PURCHASER hereby agrees that the assignment of the ALLOTTEE/ PURCHASER'S right under this agreement to any third party is subject to the prior written permission of the LAND OWNER/ DEVELOPER and further agrees to pay to the LAND OWNER/ DEVELOPER an Assignment fee of 10% of Construction Cost ("Assignment Fee") in the event the LAND OWNER/ DEVELOPER provides consent;

3. It is specifically agreed by the ALLOTTEE/PURCHASER that the ALLOTTEE/PURCHASER shall bear all statutory charges from the date of intimating the readiness of the Apartment for handover by the LAND OWNER/ DEVELOPER;

4. If the payment as agreed and as provided in this agreement remains to be paid and the ALLOTTEE/PURCHASER defaults thereof, the ALLOTTEE/PURCHASER undertakes and agrees to pay the interest which shall be the State Bank of India

5. highest Marginal Cost of Lending Rate plus two percent as prescribed under Tamil Nadu Real Estate (Regulation and Development) Rules, 2017, on the payments as agreed and fallen due from the date of default till the date of payment to the LANDOWNER/ DEVELOPER.

(b) LAND OWNER/ DEVELOPER 'S COVENANT:

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

1. LAND OWNER/ DEVELOPER fails to provide ready to move in possession of the Apartment to the ALLOTTEE/PURCHASER within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects;

2. Discontinuance of the business as a Developer on account of suspension or revocation of its registration under the provisions of the Real Estate Regulatory Authority Act or the rules or regulations made there under;

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3. In case of default by LANDOWNER/ DEVELOPER under the conditions listed above, the ALLOTTEE/PURCHASER is entitled to be paid, by the LAND OWNER/ DEVELOPER, interest at the rate of the interest, which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent as prescribed under Tamil Nadu Real Estate (Regulation and Development) Rules, 2017, for every month of delay till the handing over of the possession of the Apartment;

4. The LAND OWNER/ DEVELOPER shall not be liable for any delay in Corporation / Municipality / Panchayat Union, Tamil Nadu Electricity Board, Water supply and Sewerage Board, any other statutory authority giving their connection in respect of Water, Drainage and Electricity in spite of the initiative/follow-up actions taken by the LAND OWNER/ DEVELOPER.

6. MAINTENANCE OF COMMON AREAS AND AMENITIES IN THE PROJECT:

(a) Maintenance: The LAND OWNER/ DEVELOPER shall oversee the maintenance at no extra cost to the ALLOTTEE/PURCHASER for the first six months from the date of delivery of Apartment and thereafter it is common date to all Apartments for both delivered / undelivered Apartments. The ALLOTTEE/PURCHASER agrees to this arrangement in the common interest of maintenance of the project and its related services that the maintenance will be appropriated for all the Apartments at one stroke with one start date and end date spanning for a period of six months;

(b) The capital expenditure spent of the Corpus Fund shall be replenished by raising pro-rate demand and collection from each ALLOTTEE/PURCHASER if the ALLOTTEE/PURCHASER defaults in making the proportionate Corpus Fund the LAND OWNER/ DEVELOPER shall be entitled to collect the prescribed interest for the due payments.

(c) The ALLOTTEE/PURCHASER along with the other ALLOTTEE/PURCHASER'S of the Project shall ensure that the Owners Welfare Association is formed as per the provisions of the Tamil Nadu Apartment Ownership Act 1994 ("Owners Association").

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The LAND OWNER/ DEVELOPER shall render its co-operation in formation of the Owners Association;

(d) The LAND OWNER/ DEVELOPER shall render proper accounts to the Owners Association at the time of handover of the maintenance with respect to the spending from Corpus Fund collected;

(e) Subsequent to the taking over of maintenance by the Owners Association, the ALLOTTEE/PURCHASER shall pay / continue to pay the all costs, charges, expenses, relating to the management, maintenance and upkeep of common areas and common facilities / amenities within the Project on pro-rata basis or in another manner as deem fit by the Association. The LAND OWNER/ DEVELOPER shall not be liable for any shortcomings or deficiency thereof, in any manner whatsoever;

(h) It is specifically agreed by the ALLOTTEE/PURCHASER that the ALLOTTEE/PURCHASER 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/PURCHASER inability to pay the maintenance charges or any default or delay in payment of maintenance charges and deposits if any, the ALLOTTEE/PURCHASER

7. <u>SANCTIONS AND APPROVALS:</u>

(a) The LAND OWNER/ DEVELOPER hereby covenants that the Project shall be constructed as per the approved Building Plan;

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

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8. DEFECTS LIABILITY:

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

9. LOANS AND FINANCIAL ASSISTANCES:

(a) All the payments to be paid under this Agreement by the ALLOTTEE/PURCHASER to the LAND OWNER/ DEVELOPER apart from the loan amount, shall be paid directly by the ALLOTTEE/PURCHASER to the LAND OWNER/ DEVELOPER

(b) All the loan amount/s, availed by the ALLOTTEE/PURCHASER shall be directly disbursed / released by the bank / financial institution to the LAND OWNER/ DEVELOPER and the same shall be treated as payments made on behalf of the ALLOTTEE/PURCHASER.

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(c) Not with standing whether the loan is obtained or not, the ALLOTTEE/PURCHASER shall still be liable to pay to the LAND OWNER/ DEVELOPER on the due dates the relevant installments and all other sums due under this Agreement and in the event, if there is any delay and or default is made in payment of such amount/s, the ALLOTTEE/PURCHASER shall be liable for the consequences including payment of delayed payment charges on the outstanding payment as provided in this agreement.

10. RIGHTS AND DUTIES OF THE ALLOTTEE/PURCHASER:

(a) The ALLOTTEE/PURCHASER shall have absolute and exclusive ownership / possession / enjoyment of the Apartment, after handing over, the ALLOTTEE/PURCHASER'S right, title and interest in the common areas shall be enjoyed in concurrence with other owners / residents of other Apartments in the Project, who would be equally entitled to the common amenities / facilities / easements available in the Project, all costs of repairs / maintenance of which common enjoyments shall be shared by all the owners, including the ALLOTTEE/PURCHASER as per the articles / regulations / bye-laws of the Association to be formed by all the Apartment owners in the Project;

(b) It is abundantly made clear that all the service lines, ducts, watercourses and other facilities passing through the Schedule "A" mentioned Land shall be treated as common to all the owners, which shall be maintained by the Association. The owners of the Apartments shall not object to the common services passing through their respective Apartments and allow the service persons to do the maintenance services in the areas through which the services are passing through;

(c) The ALLOTTEE/PURCHASER shall adhere to the maintenance and usage guidelines provided by the Association to maintain harmonious community living and ensure that rights and enjoyment of other Apartment owners are not affected;

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

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

(f) The ALLOTTEE/PURCHASER shall either in his/her individual capacity or as a member of the Association / Society, after its formation, come to an understanding with the other owners of the Apartment shall operate and maintain all the essential amenities provided, either individually or through the Association whenever required and in good running condition. It is the responsibility of the ALLOTTEE/PURCHASER and or the Association to ensure proper assistance to the government officials concerned during periodical inspection;

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

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

(i) The ALLOTTEE/PURCHASER shall not encroach upon the common areas;

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

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

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

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

(n) The ALLOTTEE/PURCHASER shall not cause any nuisance to the other occupants of proposed Apartments in the Project;

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

(p) The ALLOTTEE/PURCHASER shall give all necessary support, assistance to the other Apartment owners/ Association. The supporting common walls and roofs and all common areas of the buildings in the Project shall be maintained and repaired in common by all the owners of the Apartments in the Project;

(q) The ALLOTTEE/PURCHASER shall park his/her cars / vehicles only at the specific car parking space allotted to the ALLOTTEE/PURCHASER and not at any other place around the building and shall use the Car Parking space only for parking their vehicles and shall not use the parking space for other purposes including storage of materials;

(r) The contract to the extent applicable shall mutually be enforceable by every co-owner against the other co-owners of Schedule "A" property and ALLOTTEE/PURCHASER agrees to the same;

(s) The ALLOTTEE/PURCHASER shall not be entitled to claim partition of the undivided share proposed to be conveyed in his favour and the same shall always remain importable;

(t) The ALLOTTEE/PURCHASER shall come forward for registration of this Agreement and all stamp duty, registration charges for registration of this Agreement and the sale deed in future shall be borne by the ALLOTTEE/PURCHASER;

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(u) The Project is expected to be completed within the time stipulated therein, subject to conditions of nature and other factors, which are beyond the control of the

LAND OWNER/ DEVELOPER and however this does not include the delay on account of any delay or default in payment by ALLOTTEE/PURCHASER which delay is reckoned separately.

11. RIGHTS AND DUTIES OF THE DEVELOPER/BUILDER:

(a) The LAND OWNER/ DEVELOPER undertakes to develop the Project with good workmanship using standard materials, through its own labour, materials, tools, machineries and other equipment for the purpose of construction, or by appointing contractors / sub-contractors, engineers and supervisors at their choice and to take steps to complete the Schedule "B" Property within the time stipulated for completion of the same;

(b) The LAND OWNER/ DEVELOPER shall be responsible and liable to pay the land tax in respect of the said Land up to the date of delivery of possession of the Schedule "B" Property to the ALLOTTEE/PURCHASER. From the date of intimating the readiness to hand over possession, the ALLOTTEE/PURCHASER is solely responsible and liable for property tax and other relevant taxes / charges and duties to the respective authorities with respect to the Schedule "B " Property;

(c) Further to completion of the project / Schedule "B" property, the LAND OWNER/ DEVELOPER will give possession of the apartment to ALLOTTEE/PURCHASER within fifteen days from receiving the entire cost as per this Agreement together with land cost, all deposits, levies, taxes and cost for extra work, if any and the ALLOTTEE/PURCHASER shall sign the respective taking over letter without imposing any conditions. If final payment made through cheque / demand draft / pay order, then the possession will be given by the LAND OWNER/ DEVELOPER within fifteen days from the date of its encashment. No request to occupy the portion thereof by ALLOTTEE/PURCHASER before the completion of the apartment will be entertained;

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(d) The LAND OWNER/ DEVELOPER reserves the rights to change specifications without prior notice in the interest of quality and timely delivery. Many of the materials used are subject to variations in tone, grain, texture, color and other aesthetic features which are beyond the control of the LAND OWNER/ DEVELOPER. They may not be the same as the samples shown, mostly due to non-availability at the time of construction. The DEVELOPER/BUILDER reserves the right to replace unavailable materials with suitable alternatives. Any such change will not in any way be detrimental to the quality of the

material. The LAND OWNER/ DEVELOPER will always attempt to minimize variations to specifications. However, the ALLOTTEE/PURCHASER is informed to expect variations within natural limitations;

(e) The LAND OWNER/ DEVELOPER will provide only electrical points. The cost of all electrical fixtures and consumables like bulbs, fans, fittings etc., will be borne by the ALLOTTEE/PURCHASER.

12. NAME OF THE PROJECT:

The Project to be developed by the LAND OWNER/ DEVELOPER is named as "AVANTIKA" which shall not be changed / altered by the ALLOTTEE/PURCHASER at any point of time. The LAND OWNER/ DEVELOPER is expressly permitted to display, at all times, the name and logo of the Project along with the name of the DEVELOPER/BUILDER or their group companies, upon the Project in such location and in the style and format of the LAND OWNER/ DEVELOPER'S choice. The LAND OWNER/ DEVELOPER shall have exclusive proprietary and other rights, title and interest on such name. The ALLOTTEE/PURCHASER and/or the Association have no right to change/remove the display or position and place of the display under any circumstances.

For N.M. PROMOTERS

Authorised Signatory

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The LAND OWNER/ DEVELOPER maintenance agency /association of ALLOTTEE/PURCHASER shall have rights of unrestricted access of all Common Areas, garages/closed parkings and parking spaces for providing necessary maintenance services and the ALLOTTEE/PURCHASER agrees to permit the association of ALLOTTEE/PURCHASER 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 "AVANTIKA" project, shall be earmarked for purposes such as parking spaces and other permitted uses as per sanctioned plans. The ALLOTTEE/PURCHASER shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of ALLOTTEE/PURCHASER formed by the ALLOTTEE/PURCHASER for rendering maintenance services.

15. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE/PURCHASER:

The ALLOTTEE/PURCHASER 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/PURCHASER hereby undertakes that he shall comply with and carry out, from time to time after he 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 own cost.

16. APARTMENT OWNERSHIP ACT:

The LAND OWNER/ DEVELOPER has assured the ALLOTTEE/PURCHASER that the project in its entirety is in accordance with the provisions of the Tamil Nadu Apartment ownership Act, 1994 and ALLOTTEE/PURCHASER shall comply with the compliance as required under the Apartment Ownership Act.

For N.M. PROMOTERS

Authorised Signatory

17. ENTIRE AGREEMENT:

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

18. RIGHT TO AMEND:

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

19. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/PURCHASER / SUBSEQUENT ALLOTTEE/PURCHASER'S:

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

20. WAIVER NOT A LIMITATION TO ENFORCE:

(a) The LAND OWNER/ DEVELOPER may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the ALLOTTEE/PURCHASER 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/PURCHASER that exercise of discretion by the LAND OWNER/ DEVELOPER in the case of one ALLOTTEE/PURCHASER shall not be construed to be a precedent and /or binding on the LAND OWNER/ DEVELOPER to exercise such discretion in the case of other ALLOTTEE/PURCHASER;

(b) Failure on the part of the LAND OWNER/ DEVELOPER to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

For N.M. PROMOTERS

Authorised Signatory

21. 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.

22. FURTHER ASSURANCES:

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

23. NOTICES:

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

For N.M. PROMOTERS

Authorised Signatory

24. GOVERNING LAW:

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

25. 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.

26. JURISDICTION:

The competent Courts in Chennai alone shall have exclusive jurisdiction.

SCHEDULE "A"

(Total Property)

All that piece and parcel of Vacant Land and Premises bearing Thiruneermalai Main Road,Thiruneermalai, Chennai – 600 044, measuring an extent of extent of 2600 Square meters as per patta No.3245,Least Land Extent of 1999.13 Sqm, comprised in Survey Number 306 of Thiruneermalai Village, Pallavaram Taluk, Chengelpet District , and being bounded on the

NORTH BY - Raghavelu Land
SOUTH BY - Thiruneermalai Road
EAST BY - Kaalvai Road
WEST BY - Chellapa Naidu's Land

and situate within the Registration District of South Chennai Sub Registration District of Pammal.

For N.M. PROMOTERS

Authorised Signatory

SCHEDULE "B"

(Apartment agreed to be constructed by the LAND OWNER/ DEVELOPER for the ALLOTTEE/PURCHASER)

All that Residential Apartment marked **FLAT "---"** at -------- Floor having Carpet Area of ----- Square Feet (Super Built Up area of ------ Square Feet) along with ----- Square Feet of Undivided share of Land together with --- covered car park area marked as **"---"**, situate in the proposed Residential complex namely **"AVANTIKA"**, to be completed hereafter, in the property described in the Schedule "A" herein above.

SCHEDULE "C"

(Payment Schedule)

Sl. No.	Period of Payment		Amount
1.	Foundation & Basement Stage	15%	Rs.----------/-
2.	Completion of Plinth Level	15%	Rs.----------/-
3.	Ground Floor Roof Slab	15%	Rs.----------/-
4.	First Floor Roof Slab	10%	Rs.----------/-
5.	Second Floor Roof Slab	10%	Rs.----------/-
6.	Third Floor Roof Slab	10%	Rs.----------/-
7.	On Completion of Partition Work	10%	Rs.----------/-
8.	On Completion of Plastering	5%	Rs.----------/-.
9.	On Completion of Flooring	5%	Rs.----------/-.
10.	Balance @ the Time of Handing Over	5%	Rs.----------/-.
		Total	Rs.----------/-

The following amenities have been agreed upon to be provided in FLAT "---", by the LAND OWNER/ DEVELOPER:-

For N.M. PROMOTERS

Authorised Signatory

ANNEXURE 'A'

SAGAS VENUS POINT – SPECIFICATION		
1	FOUNDATION	RCC FRAMED STRUCTURE - RAFT
2	WALLS	AEROCON/RENOCON SOLID BLOCKS.
3	WALL FINISHES	INTERNAL WALLS: PLASTERED SURFACE FINISHED WITH
		POP PUNNING AND ACRYLIC EMSULSION PAINT.
		EXTERNAL WALLS: WEATHER [APPF TEXTIRED PAINT]
		CLADDING:NATURAL STONE CLADDING AT DESIGNATED AREAS
4	FLOORING	IMPORTED MARBLE IN FOYER,DRAWING LIVING,DINNING,PUJA RROM AND ALL BEDROOMS.
		ANTI-SKID VITRIFIED TILES IN KITCHEN AND ALL OTHER TOILETS.
		ANTI-SKID VITRIFIED TILES IN SERVANT ROOM, SERVANT TOILET AND ALL TERRACE/BALCONY.
		GRANITE STONE FOR STAIRCASE AND LIFT CLADDING
5	LIFT LOBBY & FLOORING	MARBLE
6	DOORS	TEAK WOOD FRAMES WITH FLUSH SHUTTERS
7	WINDOWS	UPVC WINDOWS WITH SLIDING/CASEMENT SHUTTERS,WITH LOOUVERS AT DESIGNATED ARESA
8	SANITARY & PLUMBING	ALL CERAMIC & WATER FIXTURES EXPECT SERVANT TOILETS ARE OF IMPORED MAKE OF DURAVIT OR EQUIVALENT QUALITY BRAND ALONG WITH THE SHOWER ENCLOSURES.

For N.M. PROMOTERS

Authorised Signatory

9	ELECTRICAL	CONCEALED FIRE RETARDANT WIRING WITH MODULAR SWITCHES
		REMOTE SWITCHES IN MASTER BEDROOM
10	STAIRCAZSE RAILING	SS RAILING WITH 10MM THICK TOUGHENED GLASS FOR ALL STAIRCAESE AND OPEN BALCONIES
11	LIFT	1 NOS OF 8 PASSENGER ELVATOR
12	DG BACKUP	100% DG BACK UP GENERATOR INCLUDING AIR CONDITIONING
13	FALSE ROOFING	EXCEPT KITCHEN
14	SECURITY	VIDEO DOOR PHONES
15	INTERNET	WI-FI FACILITY THROUGHOUT THE DEVELOPMENT
16	WATER PROOFING	INTEGRAL PROOFING FOR ALLWATER EXPOSED AREAS SUCH AS OPEN TERRACES,BALCONIES & TOILETS

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

For M/s.N M promoters

For N.M. PROMOTERS

Authorised Signatory Partners

ALLOTTEE/PURCHASER **LAND OWNER/ DEVELOPER**

WITNESSES:

1.

2.

THE LANDLENS SUITE

Eight ways to know a piece of land before you pay for it.

This report covers one part of the picture. These cover the rest, drawn from the same government records, for any property in Tamil Nadu.

LandLens One
Ask anything about a property and get an answer grounded in live government records, with the sources shown.
/landlens/one

Verify My Land
Every record check run on one property and returned as a single report.
/landlens/verify-my-land

Legal Opinion
An advocate's written opinion on the title, built on the records we pull for it.
/landlens

One Map
Every layer on one map: the parcel, its boundary, zoning, water bodies and what sits around it.
/landlens/one/map

PriceMap
What land actually changed hands for around this plot, taken from the registered deeds.
/landlens/pricemap

Build Scope
What you are allowed to build here: floor space, height, coverage and setbacks.
/landlens/build-scope

Property Tracker
Watch a property and hear about it when something new is registered against it.
/landlens/property-tracker

Deal Room
Run the transaction in one place: documents, stamping, signatures and the parties.
/landlens/deal-room

FREE TOOLS · NO ACCOUNT NEEDED

Twenty-four checks you can run yourself, at no cost.

Records and verification

The registers themselves, read for you.

- Encumbrance Certificate
- Patta and Chitta
- Field Measurement Sketch
- EC Analyzer
- Bank charge check
- Court case search
- Seller background check
- Approval check by survey

Value and duty

What it is worth and what it costs to register.

- Guideline value by street
- Guideline value by survey
- Stamp duty and registration fees
- Capital gains
- Floor space index
- Area unit converter

Zoning and land use

What the plan says can happen on this land.

- Land use zone finder
- CMDA land use check
- Coastal regulation zone
- Master plan check
- Water bodies finder
- Airport height clearance

Registers and directories

Who holds it, and which office keeps the record.

- Find your registering office
- Temple property check
- Waqf property check
- RERA register

Every free tool
/tools

Services we run for you
/services

The LandLens suite
/landlens/one

Verified RealEstate™

Every claim in this document traces back to a government record.

- Legal opinions, due diligence and title verification
- Building plan, layout and sub-division approvals
- Completion and occupancy certificates, regularisation
- Escrow, negotiation and NRI property management
- Land survey, soil testing, architecture and construction

Verified RealEstate
3/350/2 Mettukuppam,
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Chennai 600 097, India
hello@verified.realestate
+91 9996 12 9996

Prepared from the registers named on the page each finding sits on. Where a register could not be read, this document says so in its place rather than leaving the gap to be read as a clean result.