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CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ENTERED INTO ATCHENNAI ON_____.

BY AND BETWEEN

M/s. ----------, a company incorporated under the provisions of the Companies Act 1956, having its registered office at ---------- represented by its Managing Director **Mr**----------
---
------- authorized *VIDE* board resolution dated _____ hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

AND

Mr._____, (Aadhaar No._____) son of _____, aged about _____ Years, residing at _____ _____, (PAN No._____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

The Promoter and the Allottee shall hereinafter be either collectively referred to as "Parties" and/ or individually as "Party".

For Sreerosh Properties (P) Ltd

Management Executive

WHEREAS

A. Mr---------- is the absolute and lawful owner of lands *admeasuring* ---------- *square* meters comprised in R.S.No.---------- part as per Patta situated at ---------- Village,----------Taluk, Chennai District morefully described in Schedule 'A' hereunder by virtue of *VIDE* sale deed registered as documents no.---------- ---------- ---------- at the office of the Sub Registrar, ----------. The Owner and the Promoter have entered into a Joint Development agreement dated---------- and

B. The Promoter has formulated a scheme for developing the Said Land. The Said Land is earmarked for the purpose of building a residential project comprising of Stilt + 5 Floors having one Block with Five Floors having residential apartment with amenities and facilities in the project named as ---------- and

C. The Promoter has obtained requisite sanctions, authorizations, consents, no objections, permissions and approvals from the appropriate authorities for construction and development of the Project vide Planning Permit No._____ dated _____ issued by _____and Building Permit No._____, dated _____ issued by _____;

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

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

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

G. The Allottee has now requested for construction of an apartment in the Project to the Promoter and the Promoter has agreed to construct and allot apartment no._____ having carpet area of _____square feet, super built up area including common area of _____ **Sqft,** type _____, on _____ floor in along with _____ reserved car parking No._____ and proportionate share in the common area as, morefully described in Schedule 'B' hereunder ---- ---------- to the Allottee.

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

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

For Sreerosh Properties (P) Ltd

Management Executive

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

1. ALLOTMENT:

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

2. CONSTRUCTION COSTS AND OTHER RELATEDPAYMENTS:

1. The *Construction Cost* for the Apartment based on the carpet area of _____ Sqft and super built up area of _____ Sqft including the right of car parking is Rs. _____ (Rupees _____ only) and GST is applicable as per the appropriate rate.

2. Provided that in case there is any change / modification in the *existing* taxes *and any other new Taxes*, the subsequent amount payable by the Allottee to the promoter shall be increased/reduced based on such change / modification.

3. The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (1) above and the Allottee shall make payment within 7 days from the date of such written intimation.

4. The Construction Cost is escalation-free, save and except increases, which the Allottee 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.

5. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall quote the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee.

6. The Allottee shall make the payment as per the payment plan set out in Schedule D. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust this payment in any manner.

❖ *In case maintenance of the project is done by the promoter after hand over, promoter shall be entitled to collect advance maintenance charges as mutually agreed with the Allottee/s*

For Sreerosh Properties (P) Ltd



Management Executive

7. a sum of Rs._____/- (Rupees _____ only) @ Rs._____/- per sqft towards corpus fund, to be utilized for major expenditure in maintenance of the building and other infrastructural facilitiesandamenitiesintheProjectshallbepaidatthetimeofhandingover possession of the SCHEDULE "C" PROPERTY. The Promoter shall transfer this amount after deducting any expenses incurred, for the purpose of maintenance of the buildings; without interest to the agency to be appointed by them or the Association / Society to be formed by the Allottee. Incase maintenance of the project is done by the promoter after hand over, promoter shall be entitled to collect advance maintenance charges as decided by the promoter based on the expenditure of maintenance and overheads of the project till handing over of maintenance to the association.

3. MODE OF PAYMENT:

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

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

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

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

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

(f) The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law.

For Sreerosh Properties (P) Ltd



Management Executive

The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. PERIOD OF COMPLETION AND HANDING OVER OF POSSESSION:

(a) The Promoter shall endeavor to complete the construction of the Apartment within _____ months with grace period of _____ months from the date of this Agreement. The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. 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 or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented. The Allottee 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 Allottee the entire amount received by the Promoter from the allotment within ___ days from that date of determination of impossibility of performance. After refund of the money paid by the Allottee, Allottee agrees that he/ she 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.

(b) The Promoter, upon completion of construction of the Apartment shall intimate to the Allottee of the same at the last known address of the Allottee by letter and the Allottee shall take possession of the Apartment within ___ days of receipt of such intimation. The Promoter shall not be liable in any manner whatsoever, for failure of the Allottee to take over possession of the Apartment.

(c) Upon receiving a written intimation from the Promoter as per clause 4 (b), the Allottee 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 Allottee. In case the Allottee fails to take possession within the time provided in clause 4(b), such Allottee shall continue to be liable to pay maintenance charges as applicable

For Sreerosh Properties (P) Ltd



Management Executive

(d) The Promoter shall hand over possession of the Apartment to the Allottee as committed subject to receipt of the entire consideration including the other payments as per Schedule `D'. It is made abundantly clear that the obligation of the Promoter to handover the Apartment to the Allottee does not arise until the Promoter receives the entire payment/s as mentioned in Schedule`D'.

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

5. BREACH OF TERMS AND ITS REMEDY:

(a) ALLOTTEE'S COVENANT:

1. In the event of the Allottee failing to pay the aforesaid sums, in the manner provided in Schedule `D' or cancel/withdraw from the Project except for the default of the Promoter, then the Promoter at their discretion after due notice of _____ days to the Allottee is entitled to cancel this Agreement and re-allot the Apartment, to the another party and the Allottee shall thereafter have no right, interest or claim over the Apartment. Consequent to such termination, subject to deduction of the booking amount, the Promoter shall refund the monies collected from the Allottee within _____ days of such cancellation without interest, simultaneous to the Allottee executing necessary cancellation and registration of the Agreement and/or sale deed by the Allottee.

2. The Allottee hereby agrees that the assignment of the Allottee"s right under this agreement to any third party is subject to the prior written permission of the Promoter and further agrees to pay to the Promoter an Assignment fee of ___% of Construction Cost ("Assignment Fee").

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

4. The Allottee further agrees and confirms that the brochures and the other marketing materials already produced by the Promoter in respect of the development contemplated over the Schedule "A" Property is only an Artists impression an indicative model and the Allottee shall not make any claim on account of the Schedule "C" Apartment being in variation to the said perspectives as shown in the marketing material/brochures.

5. The Allottee agrees to refund any amount paid and liasoning and miscellaneous expenses incurred by the Promoter towards obtaining Property Tax Assessment in respect of the Schedule "C" Property in the name of the Allottee herein. The Allottee agrees to pay the said amount/s to the Promoter at the time of handing possession of the Schedule "C" Property to the Allottee.

6. If the service connection for the Apartment allotted to the Allottee is done by TNEB prior to the Allottee having the Sale Deed pertaining to the Schedule "B" Property executed and registered in his/her name, then it shall be the responsibility of the Allottee to cause the name transfer to be effected in his/her name with respect to the Schedule "C" Apartment and the Promoter shall not be responsible for the same.

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7. It is specifically agreed by the Allottee that the Allottee shall bear all statutory charges including those listed above:

a) Stamp duty, registration charges, professional charges, document writer charges, liasoning and Overhead expenditure connected with conveyance of the property.

b) Expenses in connection with formalities and registration of common association and deposit for association fund.

c) Property tax & laisoning expenses connected with that for assessment.

d) Payment of GST to department, and other levies sought to be demanded and recovered by the Government or other authorities which may be in existence or brought into force in future.

e) Connection Charges, Deposits, Overheads & laisoning expenses for Electricity Connection for individual flat and share of common connection (Expenses upto Panel Board i.e., Transformer, Cable, DP Structure, Charges & Deposit payable to TNEB, Power allocation fee, etc) and Water connection charges (Expenses upto water sump etc).

The aforesaid deposit shall be paid as and when demanded by the Promoter and receipts for the same shall be furnished to the Purchaser.

(b) PROMOTER"S COVENANT:

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

1. Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

2. Discontinuance of the Promoter"s business as a developer on account of suspension or revocation of his registration under the provisions of the Real Estate Regulatory Authority Act or the rules or regulations made thereunder;

3. In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

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

   (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate specified in the Rules within 45 days of receiving the termination notice, simultaneous to the execution of cancellation agreement and registration thereof, if required

   In the event the Promoter not completing the construction in the stipulated period, the builders agree to pay a rent of Rs.10/- per sqft per month subject to payment conditions and all other conditions are fulfilled as per this agreement.

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

(a) The Promoter shall provide essential maintenance services to common areas / amenities / facilities from the date of completion of the Project at reasonable cost, by themselves or through any other agency appointed by the Promoter.

(b) The Parties may mutually agree to execute an independent maintenance agreement at the time of handover of the Apartment with the Promoter or nominated maintenance agency. The rights, duties and obligation of maintenance of the Common Areas and amenities provided in the Project may be captured in the said maintenance agreement. The Promoter shall deduct the monthly maintenance charges from the Maintenance Advance, if any collected.

(c) Any capital expenditure for providing additional amenities shall be met out by the Promoter from and out of the Corpus Fund with the consent of the association of allottees.

(d) The capital expenditure spent of the Corpus Fund shall be replenished by raising pro-rate demand and collection from each Allottee, if the Allottee defaults in making the proportionate Corpus Fund the Promoter shall be entitled to collect the prescribed interest for the due payments.

(e) The Allottee along with the other allottees 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"). The Promoter shall render its co-operation and facilitate in formation of the Owners Association.

(f) The Promoter shall render proper accounts to the Owners Association at the time of handover of the maintenance with respect to the spending from Advance Maintenance charges and Corpus Fund collected.

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

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

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7. SANCTIONS AND APPROVALS:

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

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

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

8. DEFECTS LIABILITY:

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

9. LOANS AND FINANCIAL ASSISTANCES:

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

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(b) All the payments to be paid under this Agreement by the Allottee to the Promoter, apart from the loan amount, shall be paid directly by the Allottee to the Promoter;

(c) All the loan amount/s, availed by the Allottee, shall be directly disbursed / released by the bank / financial institution to the Promoter and the same shall be treated as payments made on behalf of the Allottee;

(d) Not withstanding whether the loan is obtained or not, the Allottee shall still be liable to pay to the Promoter 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 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:

(a) While the Allottee would have absolute and exclusive ownership / possession / enjoyment of the Apartment, after handing over, the Allottee"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 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 Said 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 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 covenants not to make any alteration in the structure of the Apartment, which may affect directly or indirectly, the structural safety & stability and the aesthetic elevation of the building complex;

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

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

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

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

(i) The Allottee hereby agrees to permit the TNEB to install, if necessary, a Transformer and/or Pillar Box(es) in an appropriate place in the Schedule "A" Property to be chosen by the TNEB and/or the Promoter.

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

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

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

(m) The Allottee shall not make any alterations in the structural feature of the proposed building like R.C.C. Flooring, Roofing, columns and external walls during \ after completion, including the parking space allotted; The Promoter has paid the security deposit to the Planning Authority to build and retain the Residential Building as per plans. In the event of any alteration or modification being carried out without prior authorisation, the said security deposit will be forfeited by the Planning Authority. In order to maintain the harmony of the Residential Building Complex design and colour scheme, the Allottee shall not individually or jointly with the owners of the other Apartments in the Residential Building Complex, do, cause or permit to be done any alteration on the exterior of the buildings, including putting up of name boards, advertisements, grills in balconies and air conditioners in spaces not allocated for the purpose, changing the external painting colour scheme and in default whereof the Allottee, individually or collectively with the owners of other Apartments in the Residential Building Complex shall be liable to indemnify the Promoter for the value of the Security Deposit and for any cost, loss or damage suffered as a consequence by the Promoter and also liable to the Promoter and/or the owners of the other Apartments in the Residential Building Complex for any deterioration to the aesthetic and overall harmony of the complex;

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

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

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

(q) The Allottee 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;

(r) The Allottee shall park their cars / vehicles only at the specific car parking space allotted to the Allottee 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;

(s) The Allottee shall always remain liable to indemnify the Promoter against all risks, costs and damages arising out of any act or omission of the Allottee.

11. RIGHTS AND DUTIES OF THE PROMOTER:

(a) The Promoter 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 "C" PROPERTY within the time stipulated for completion of the same;

(b) The Promoter shall be responsible and liable to pay the land tax in respect of the Said Land up to the date of execution and registration of Sale Deed in respect of SCHEDULE "B" PROPERTY or delivery of possession of the SCHEDULE "C" PROPERTY to the Allottee, whichever is earlier. From the date of intimating the readiness to hand over possession, the Allottee 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 & C"PROPERTY;

(c) The Promoter will provide only electrical points. The cost of all electrical fixtures and consumables like bulbs, fans, fittings etc., will be borne by the Allottee;

(d) The Promoter will provide Sewage Treatment Plant if sewage connection by the department is not available at the time of handing over as a common facility for the proposed co-owners of the Schedule "A" Property which shall be maintained as a common property by all the co-owners of the Schedule "A" Property after the same is handed over by the Promoter to the Association to be formed by the co-owners of the Schedule "A" Property.

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12. NAME OF THEPROJECT:

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

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

14. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the ----------, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment"s etc. and otherpermitteduses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

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

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

16. ADDITIONAL CONSTRUCTIONS

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

For Sreerosh Properties (P) Ltd

Management Executive

17. APARTMENT OWNERSHIP ACT

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

18. ENTIRE AGREEMENT

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

19. RIGHT TOAMEND

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

20. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE /SUBSEQUENT ALLOTTEES

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

21. WAIVER NOT A LIMITATION TOENFORCE

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

b) Failure on the part of the Promoter 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.

22. 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.

For Sreerosh Properties (P) Ltd



Management Executive

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THEAGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the [Apartments] in the Project.

24. 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.

25. PLACE OF EXECUTION

This Construction Agreement is prepared in two originals and duly signed by the Parties concerned and one is retained by the Allottee and the other by the Promoter. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter"s Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. After the agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar if required.

26. NOTICES

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

_____(Name of Allottee)
_____(Allottee Address)

_____

M/s._____
_____
_____

It shall be the duty of the Allottee and the promoter 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 promoter or the Allottee, as the case may be.

27. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

28. 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 inforce.

For Sreerosh Properties (P) Ltd



Management Executive

29. 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.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Chennai, Tamil Nadu in the presence of attesting witness, signing as such on the day first above written.

SCHEDULE –"A"

(Description of the Total Land)

All the piece and parcel of land and building bearing ---------- ---------- measuring on the North---------- on the East---------- on the South ----------and on the West---------- --------- inches in all admeasuring---------- bounded on the North by ----------, South by ---------- East by ----------and West by ---------- within the sub Registration District of---------- and registration District of Chennai Central.

SCHEDULE –"B"

(Description of undivided share of land hereby agreed to be conveyed to the Allottee)

_____ square feet undivided share of land in the SCHEDULE "A" PROPERTY"

SCHEDULE "C"

(Description of Apartment)

"Apartment Bearing No.____, having carpet area of _____ square feet, super built up area _____ Sqft (including share in the common area) in the _____ Floor in the residential apartment complex known as ----------

For Sreerosh Properties (P) Ltd

Management Executive

SCHEDULE "D"

(Schedule of Payment)

Schedule of payments to be paid by the Allottee to the Promoter for construction and delivery of the SCHEDULE "C" PROPERTY is as follows along with GST at the applicable rates.

Date of Payment	Description	Amount
On or Before	On Completion of Foundation	20%
On or Before	On Completion of Stilt	20%
On or Before	On Completion of Floor Structure of the apartment booked	15%
On or Before	On Completion of Brick Work of the apartment booked	15%
On or Before	On Completion of Internal Plastering of the apartment booked	15%
On or Before	On Completion of Flooring of the apartment booked	10%
On or Before	On handing over	5%
	TOTAL	

Incase the milestone activity is completed before the date of payment mentioned, the Promoter will intimate the Allottee for the payment and the Allottee shall pay the same.

ANNEXURE

(Features of the Apartment)

a) Structure : RCC Framed Structure with brick walls plastered smooth and emulsion painted both internally and externally.

b) Walls : Bricks /Concrete Hollow / Solid Blocks

c) Doors : Main Door: Teak wood Frame and factory made shutter veneered/ laminated. Other Doors: 1st quality wooden frame with commercial flushdoor laminated or polished.

d) Windows : UPVC/ Aluminium frames with glass and grills

e) Wall Finish : Smooth plaster finished and emulsion painted.

f) Floor : Vitrified Ceramic tiles with a basic price of Rs.70/ Sqft.

g) Bathrooms : Ceramic tiles on floors and coloured glazed tiles with basic price Rs.50/-per sqft on walls of full height with white sanitary fittings of Parryware / Hindustan or any reputed manufacture. Jaguar or equivalent CP fittings.

h) Kitchen : Walls with dado over work counter area in ceramic tiles upto 2ft height, ceramic tiles flooring, polished granite worktop and stainless steel sink.

i) Terrance : Insulation tiles for hear reduction or false ceiling in the last floor.

j) Electrical : Concealed wiring in PVC conduits with branded wires such as Finolex/ Havells etc. Modular switches of reputed make.

For Sreerosh Properties (P) Ltd

Management Executive

FLAT ENTRANCE

Call Bell Point	-	1 No.
Light Point	-	1 No.

HALL/LIVING

Light Point	-	2 Nos
Fan Point	-	1 No
5 Amps plug	-	3 Nos
T.V. Point	-	1 No.
Telephone	-	1 No.
AC Point	-	1 No.

DINING

Light Point	-	2 Nos
5 Amps Plug	-	2 Nos
Fan Point	-	1 No.

KITCHEN

Light Point	-	2 Nos.
5 Amps Plug	-	3 Nos.
15 Amps Plug	-	2 Nos.
Exhaust Fan Point	-	1 No.

KITCHEN WASH

Light Point	-	1 No.
15 Amps	-	1 No.

BED ROOMS

Point	-	2 Nos.
5 Amps Plug	-	3 Nos
Fan Point	-	1 No.
A/c Point 15 Amps	-	1 No.
Telephone point	-	1 No.
TV Point	-	1 No.

TOILETS

Light Point	-	1 No.
15 Amps Plug	-	1 No.
Water heater fixing Point	-	1 No.
5 Amps Plug	-	1 No.

For Sreerosh Properties (P) Ltd



Management Executive

BALCONY

Light Point - 1 No.

Common Facility : Automatic Lift 6 passengers (Johnson or OTIS or Kone), standby Generator (Ashok Leyland or Kirloskar) etc.

Water Treatment Plant if required depends on quality of Ground Water

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND SIGNED THEIR NAMES ON THIS CONSTRUCTIONAGREEMENTON _____ DAYOF_____

For **SREEROSH PROPERTIES (P) LTD**

Management Executive

ALLOTTEE **PROMOTER**

WITNESSES:

1.

2.

DRAFTED BY



our services doesn't just end there

Buying & Selling Services

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

Legal & Documentation Services

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

Property Development & Approvals

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

NRI & Investment Services

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

Compliance & Special Services

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



empowering your real estate decisions with smart tools

Property Valuation & Cost Estimation

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

Ownership, Compliance & Legal Verification

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

Zoning & Land Use Analysis

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

Property Documentation & Workflow Tools

Forms & Templates, Document Generator, Document Translation, Dictionary

Vastu & Property Management Tools

Home Vastu Shastra, Plot Vastu Shastra, Property Management

Verified RealEstate™

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

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

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