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CONSTRUCTION AGREEMENT

This Construction Agreement entered into at Chennai on this the ___ Day of **2024.**

BETWEEN

Mr/Mrs/Ms._____, S/o, W/o, D/o. Mr. _____, aged about ___ years, residing at No. _____, hereinafter to be referred as the **AGREEMENT HOLDER** of the one part

AND

M/s. NATWEST ESTATES PVT LTD, represented by its **Director Mr.**_____, S/o. Mr. _____, Hindu aged about ___ years, having office at No.7, Mylai Ranganathan Street, T. Nagar, Chennai – 600 017, hereinafter to be referred as the **PROMOTER** of the other part.

The terms **AGREEMENT HOLDER** and **PROMOTER** wherever they occur, unless repugnant to the context, shall mean and include themselves, their heirs, representatives, executors, administrators and successors.

WHEREAS, Mrs. C. KAMESHWARI, Mr. K.C. BHAVAN KUMAR and Mrs. K.C. PAPITHAA are the absolute owners of the property described in the Schedule 'A' hereunder, on which the **PROMOTER** herein has proposed to develop a residential apartment; and

WHEREAS, the PROMOTER had obtained necessary approvals / permission for putting up a Residential building with Stilt+ 5 floors in Schedule 'A' property as per the approved plan obtained from the CMDA, Tiruverkadu Municipality, by Approval No. OL - 00284, dated: 19.04.2023 of CMDA and Approval No: 2012/2023/F1, dt: 25.03.2024 of Tiruverkadu Municipality.

WHEREAS, the AGREEMENT HOLDER approached the PROMOTER to construct a flat for him/her as described in Schedule 'C' hereunder, in proportion to the undivided share of land which the AGREEMENT HOLDER intended to purchase, described in

NATWEST ESTATES PRIVATE LIMITED
CHENNAI
600 017

Schedule 'B', for a total consideration of Rs._____/- (Rupees _____ only), and the AGREEMENT HOLDER has accepted to the same; and

WHEREAS, the PROMOTER has agreed to construct the flat mentioned in Schedule 'C' hereunder for the AGREEMENT HOLDER as per the terms, conditions and specifications mentioned hereunder.

NOW THIS DEED OF AGREEMENT WITNESSETH AS FOLLOWS:-

1. a) The **PROMOTER** hereby agrees to construct for the **AGREEMENT HOLDER** a flat having a super built up area of _____ **Sq. feet** inclusive of proportionate common areas along with a provision for a small car parking area as described in Schedule 'C' and as per specifications described in Schedule "D", in the Apartment to be known as **"NATWEST VAIBHAVAM"** to be constructed on the Schedule 'A' property.

   b) The consideration for the said construction to be paid by the **AGREEMENT HOLDER** to the **PROMOTER** is agreed as Rs._____/- (Rupees _____ only).

   c) The **AGREEMENT HOLDER** has paid a sum of **Rs. ____/- (Rupees ____ Only)** by Cheque dated _____, bearing No._____, drawn on _____ Bank, as advance to the **PROMOTER** , the receipt of which sum the **PROMOTER** hereby admits and acknowledges. The **AGREEMENT HOLDER** shall pay the balance to the **PROMOTER** as detailed in Schedule "E" hereunder.

2. The **AGREEMENT HOLDER** shall also pay her/his share of all charges payable to the Tamil Nadu Electricity Board, CMDA, Chennai Metropolitan Water Supply and Sewerage Board and to any other Government or Local Authorities for obtaining transfer of Electricity Meters, Cables, Water and Sewerage connections, etc, within 15 days of such intimation made by the **PROMOTER,** calling upon the **AGREEMENT HOLDER** to make the payment.

3. Any default by the **AGREEMENT HOLDER** in the payment of any amounts due as stated in the clauses 1 (b), 1 (C) and 2 above on the due dates shall be construed as a breach of the terms of this Agreement by the **AGREEMENT HOLDER**. However, at the option of the **PROMOTER,** such default(s) could be condoned by the

NATWEST ESTATES PRIVATE LIMITED ★ CHENNAI 600 017

PROMOTER, provided the **AGREEMENT HOLDER** pays interest at the rate of 24 % per annum or part thereof as decided by the **PROMOTER** on the amounts in arrears. The **PROMOTER** shall hand over the completed premises to the **AGREEMENT HOLDER** only on payment of all the amounts due and payable under this Agreement and also such other charges, levies, deposits which are reasonably demanded by the **PROMOTER.**

4. The **AGREEMENT HOLDER** further agrees to pay all the stamp duty/charges and other expenses for registration as applicable.
5. In case of failure on the part of the **AGREEMENT HOLDER** to pay the amounts due and payable in terms of this Agreement, then the **PROMOTER** shall have a lien or charge over the Flat to be constructed for the **AGREEMENT HOLDER** and the undivided share purchased by him, from the owner of the land until such amounts are fully paid by him along with interest as per clause 3.
   a) The **PROMOTER** undertakes to complete the construction of the Apartment for the **AGREEMENT HOLDER** within a period of 36 months from the date of this Agreement, provided that the time for completion shall be extended by such time as the **PROMOTER** may specify in writing if the completion is delayed by acts of God, War, Riot, Civil Commotion, Non-Availability of Steel, Cement, Water or any building materials or by orders of court, statutes, notifications etc., or delay in getting electrical, sewage and water connection or by any circumstances beyond their control.
   b) The **PROMOTER** agrees to pay to the **AGREEMENT HOLDERS**, a rental compensation of Rs. 5,000/- for 1 BHK flat, Rs. 8000/- for 2 BHK flat per month after 36 months from the date of this agreement in case of any delay in completion of the construction. However, i) If the delay is due to clause 5 (a) , the rental compensation shall be payable after, taking such delay along with 36 months and ii) If the delay is due to non adherence to Schedule 'E' or **AGREEMENT HOLDER** opting for additional/extra works/alterations, no rental compensation shall be paid by the **PROMOTER** .
   c) The **PROMOTER** undertakes to put up the construction and hand over possession of the flat to the **AGREEMENT HOLDER** as per Clause 5(a) or within one month



of completion of the Apartment or after receipt of the entire consideration, registration charges, stamp duty, Govt. levies and taxes, deposits including contingency deposit and expenses and any other charges as provided herein and execution of all documents, whichever is later.

d) That while the **PROMOTER** will make every effort to adhere to the sizes and specifications mentioned in Schedule 'D' hereunder, they should have the right to make necessary alterations.

e) THE **PROMOTER** agrees to construct the flat more fully and particularly described in Schedule 'C' hereunder which shall include common areas and non FSI areas and the **AGREEMENT HOLDER** shall have no right to claim any constructed portion in the other floor/other flat other than the portion earmarked for **AGREEMENT HOLDER**. THE **PROMOTER** agrees to use good quality materials for the proposed construction.

f) The **PROMOTER** agrees to take up any additional work/alterations in the flat of the **AGREEMENT HOLDER** to the extent possible by the **PROMOTER.**

g) The **AGREEMENT HOLDER** agrees to intimate the same in writing to the **PROMOTER** at that respective stage.

h) That the costs of any extra work done at the request of the **AGREEMENT HOLDER** shall be borne by him/her/them and shall be paid by him/her/them to the **PROMOTER** before the commencement of each of such extra items of work, irrespective of the amounts payable as per Schedule 'E'.

i) Any delay in delivering the flat due to the above, period for handing over may increase accordingly.

j) In the event of the **AGREEMENT HOLDER** wants to engage any external agency, to carry out any additional work/alterations, they can do so after handing over of the flat by the **PROMOTER** to the **AGREEMENT HOLDER** in such case the **PROMOTER** is not responsible for any damages in the flat or to the structure.

6. <u>IT IS FURTHER AGREED BETWEEN THE PARTIES:</u>

6.1 That the **AGREEMENT HOLDER** shall pay, as per the prevalent Statute/Government Act, all rates, taxes, and charges including GST, Service Tax, value Added Tax, Sales Tax and any other charges/Taxes payable as may be

NATWEST ESTATES PRIVATE LIMITED CHENNAI 600 017

payable in respect of the construction of the Apartment within 15 days of intimation of the same by the **PROMOTER.**

6.2 That the **AGREEMENT HOLDER** hereby undertake to pay all charges payable to the Tamil Nadu Electricity Board, Corporation of Chennai or Chennai Metropolitan Water supply and sewerage Board and to any other Government or Local Authorities for obtaining transfer of Electricity Meters, Cables, water and Sewage connections, etc., before taking delivery of the premises.

6.3 That the **AGREEMENT HOLDER** shall share the costs of repairs and maintenance of such sewers, drains, water courses, white washing, electrical lines and provision of all other amenities of the building, with other owners in common.

6.4 That the **AGREEMENT HOLDER** shall bear all expenses common with other owners and occupiers of the undivided share in the "BUILDING" including routine maintenance of pump sets, sanitary and electrical lines, septic tanks and water tanks common to all apartments/garages, replacements of switches and bulbs in corridors, water charges and costs of any major repairs to the structural, sanitary, electrical or mechanical system of the proposed building, garden maintenance, security and insurance etc.

6.5 That neither the **AGREEMENT HOLDER** nor his/her agents shall be entitled to enter the building or the property without the express consent of the **PROMOTER** until possession is handed over to the **AGREEMENT HOLDER**.

6.6 That the **AGREEMENT HOLDER** shall be deprived of his/her/their right to enjoy the common facilities on account of his/her/their failure to pay and meet his/her/their share of expenses incurred in this respect.

6.7 It is agreed by the **AGREEMENT HOLDER** that he/she/they shall not fix or install air-conditioners in areas other than those in which provisions are to be made by the **PROMOTER.** Any violation of this would be considered as an act causing damage to the structure of the Building complex. And in that case, repairs that may have to be carried out for restoring the building to its original shape and structure will have to be borne by the **AGREEMENT HOLDER**.

NATWEST ESTATES PRIVATE LIMITED
CHENNAI
600 017

6.8 That while the **PROMOTER** will make every effort to adhere to the sizes, amenities and specifications mentioned in Schedules hereunder, they shall have the right to make necessary alterations in the common interest.

6.9 That the **PROMOTER** may make such alterations in the plan of the building as they deem necessary in the interest of the **AGREEMENT HOLDER** or the other owners of the apartment.

6.10 That this agreement cannot be cancelled or transferred by the **AGREEMENT HOLDER** except with the consent in writing of the **PROMOTER.**

7. <u>IT IS FURTHER AGREED BETWEEN THE PARTIES:</u>

7.1 It is further understood that the undivided share and interest in the land to be conveyed to the agreement holder are subject to the right of some of the other owners to whom the exclusive use of such parking spaces (Open/covered) Lawn spaces/Terrace spaces have been permitted by the promoter to use such spaces under similar Agreements.

7.2 The agreement holder agrees that he/she/they shall be entitled to use only the parking area which have been specifically allotted and similarly they shall not interfere with the rights of the persons to whom the parking area have been specifically allotted.

7.3 That the agreement holder shall use all sewers, drains, water courses, gas and electricity now in or upon or hereafter in the land in common with other owners of the Apartment.

7.4 The agreement holder shall also be responsible to pay individually the property tax and other taxes due to the Local Body/ Corporation of Chennai or any other public authority as assessed by such authorities in respect of their flat and collectively with other flat owners and taxes assessed with respect of the undivided interest in the land and premises.

7.5 The promoter have represented that certain apartments in the Schedule – 'A' property have been sold for a specific purpose to be used as rental housing, service apartments, student housing facilities, shared co-living spaces and that the agreement holder/s has accepted the same and has voluntarily come forward to acquire the right, title and interest in Schedule – 'B' and Schedule – 'C'

NATWEST ESTATES PRIVATE LIMITED CHENNAI 600 017

property and the agreement has declared by this covenant that he/she/they have no objection whatsoever for the same and shall never in future raise any objections with regard to the utilization of the said apartments sold by the promoter for the purpose of above mentioned facilities in respect of the apartments constructed on the Schedule – 'A' mentioned property. This agreement is executed by the promoter in favour of the agreement holder in respect of the 'B' and 'C' schedule property on the explicit acceptance of the same and that the agreement holder at no point of time shall raise any issue regarding the utilization as mentioned hereinabove

7.6 That the agreement holder will not carry on at any time or suffer to be carried on the flat hereby agreed to be put up or any part thereof, any trade, business, profession or vocation which is noisy, offensive or dangerous or any trade or pursuit which may become in any way a nuisance, hindrance, annoyance or danger to the promoter or its successors-in-title or the owners, occupiers or tenants of the flat, occupiers of any neighboring property or which may tend to depreciate the value of the said flat or any part thereof.

7.7 That the agreement holder will in no manner alter the elevation of the premises by any structures, grills or any other means, or change in any manner the exterior of the Building and shall not put up any structure over the parking space (covered/open) Lawns Space/Terrace space.

7.8 The agreement holder irrevocably agrees that the open terrace of the building to be constructed on the Schedule 'A' property shall be in the exclusive possession of all the properties and no owner of the flats in the apartment, including the agreement holder shall not have any claim or specific right in the open terrace except the right of usage. The promoter /nominees shall have every right to use the open terrace for installation of telecommunication and other towers therein, for their own use to which no co-owner of the apartment shall have any objection

7.9 That the parties hereto agree that the name of the building to be constructed shall always remain as **"NATWEST VAIBHAVAM"**

7.10 It is mutually agreed between the parties hereto that this agreement shall be subject to all statutory clearances and permissions, which may be required in law.

NATWEST ESTATES PRIVATE LIMITED
CHENNAI
600 017

7.11 The following are the addresses to which any of the party shall deliver notices to the other in respect of any matter touching the agreement, delivery of notice at the said address shall be deemed as sufficient notice.

M/s. NATWEST ESTATES PVT LTD.
No.7, Mylai Ranganathan St,
T. Nagar, Chennai - 600 017

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8. JURISDICTION AND ARBITRATION:

That all disputes under this agreement are subject to Chennai Jurisdiction only. It is further understood and agreed that any dispute or difference between the parties arising out of or relating to or touching upon the meaning, effect or interpretation or any breach thereof shall be referred to arbitration within the City of Chennai in accordance with the Arbitration and Conciliation Act, 1997.

SCHEDULE – "A"

All that piece and parcel of vacant land at Noombal village, Ambattur taluk measuring an extent of 14950 sq. ft. Comprised in survey nos.106/13 and 110/6, previous s.no.25/3a1 and present s.no.25/3a1a1a of Noombal village, Ambattur taluk, Thiruvallore district, bounded on the

North By : Property belongs to Mr. K.S. Chandrasekaran,
South By: 40 Feet Road and Property belongs to Mr. Jayachandran,
East By : House Sites in Sri Balaji Nagar and
West By : Sri Moogambigai Nagar 40 Feet Road,

Situate within the registration district of South Chennai and registration Sub-District of Kundrathur.

SCHEDULE – "B"

NATWEST ESTATES PRIVATE LIMITED CHENNAI 600 017

_____ sq. feet undivided share/interest in the land described in Schedule 'A' above.

S C H E D U L E – "C"

Residential _____ bedroom flat bearing No.____, ___ Floor, admeasuring approximately ____ **Sq. feet** inclusive of a share in the common area of the building in the Schedule 'A' property, known as **"NATWEST VAIBHAVAM"** with a car parking area.

S C H E D U L E – "D"

The following general specification and amenities will be provided.

STRUCTURE:

RCC framed structure.

Foundation with isolated footings conforming to BIS.

Anti-termite treatment at the foundation.

9" Thick Brick or 8" block for external wall and 4-1/2" Thick Brick or 4" block for internal partition walls.

WALL FINISHES

- Internal walls will be finished with cement plaster with emulsion paint.
- Toilet walls will be finished with standard colour glazed ceramic tiles of size 8"x12" up to 7' height.
- Kitchen will be finished with glazed ceramic tiles up to 2' above the kitchen platform.
- Exterior faces of the building will be finished with the cement plaster & painted with emulsion paint.
- Ceilings will be finished with cement plaster/putty & painted with OBD.

FLOOR FINISHES:

- Vitrified tiles / Ceramic Tiles for hall, Dining & Bed
- Ceramic tiles for Kitchen, Balcony & Toilet.

4" Skirting of the same tile where ever necessary.

MAIN ENTRANCE DOOR

Wooden frame with moulded flush shutter with polish finished on both sides with Handle & Aldrop.

BEDROOM DOORS

NATWEST ESTATES PRIVATE LIMITED
CHENNAI
600 017

Wooden frame with moulded flush shutter enamel painted on both sides with Mortise Lock.

TOILET DOORS

Wooden frame with plastic coated 30mm thick flush shutter and finished with enamel paint on both sides and fitted with a baby latch.

WINDOWS

UPVC / Aluminum window with grills embedded.

KITCHEN:

- One side of the wall will be fixed with 2' width black polished granite work-table with flat edge polish with single bowl stainless steel sink.
- Wash area will have provision for fixing washing machine or dish washer.
- Provision for fixing an exhaust fan, ceiling fan, rice cooker, fridge, mixer and aqua guard will be made.

TOILETS

- All sanitary ware will be of 'white' colour.
- CP fittings will be provided.
- Wall mixer with an overhead shower provision will be provided in all toilets.
- Geyser point provision in all toilets.

ELECTRICAL

- Concealed insulated copper multi-strand wires make will be provided in all apartments.
- All switches & sockets are provided.

LIFT

The building will be served with one no of six passenger lift.

POWER SUPPLY & GENERATOR

3 phase power supply with Generator back up for Lift, Motors and Common Area Lighting.

WATER

- One underground RCC sump, overhead tank will be provided
- Water point in kitchen for sink and aqua guard.



S. No	PARTICULARS	LIVING/ DINING	EACH BED-ROOM	KITCHEN	SERVICE	EACH TOILET	EACH BALCONY
1	Light Point	6	1	2	1	2	1
2	Two way light point		1				
3	Fan Point	3					
4	Two way fan point		1				
5	Television Point	1					
6	Telephone Point	1					
7	Calling Bell point	1					
8	Exhaust fan point			1		1	
9	5Amps Socket	4	2	2		1	
10	15Amps Socket point	1		3	1		
11	20Amps AC Socket point		1				
12	Geyser Socket point					1	
13	Intercom point	1					

SCHEDULE – 'E'
(Schedule of payment)

Rs. ___/- Advance paid by Ch No:_____/_____ drawn on ___, ___

Rs. ___/- Within 30 Days

Rs. ___/- On completion of Foundation

Rs. ___/- On completion of Stilt Floor Roof

Rs. ___/- On completion of First Floor Roof

Rs. ___/- On completion of Second Floor Roof

Rs. ___/- On completion of Third Floor Roof

Rs. ___/- On completion of Fourth Floor Roof

Rs. ___/- On completion of Fourth Floor Roof

Rs. ___/- On completion of brick work of the respective flat

Rs. ___/- On completion of plastering work of the respective flat

Rs. ___/- During Finishing Works of the respective flat

NATWEST ESTATES PRIVATE LIMITED
CHENNAI
600 017

Rs. 50,000/- 30 days before handing over

TOTAL COST – Rs. ----------/-

IN WITNESS WHEREOF, the **AGREEMENT HOLDER** and **PROMOTER** have set their hands and signed this Agreement on the Day, Month and Year first above written:

Witness:-

1.

AGREEMENT HOLDER

2.

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PROMOTER

Our services go beyond

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.

Smarter Tools, Stronger Decisions

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

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We're honored to be part of your
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