

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (the ‘**Agreement**’) is made and executed at Chennai
on the _____ day of _____, 20 ____;

BY AND BETWEEN

TATA VALUE HOMES LIMITED [‘Formerly known as Smart Value Homes Limited’], a company incorporated under the Companies Act, 1956 and having its Registered Office at Times Tower, 12th floor Kamala Mills Compound, Senapati Bapat Marg, Lower Parel (West), Mumbai 400 013, hereinafter referred to as “**DEVELOPER**”(which expression shall, wherever the context so requires or admits, mean and include, its successor in title and permitted assigns) of the **FIRSTPART**;

AND

MR./MRS./MS. _____, Indian Inhabitant/(s), Non Resident Indian(s)/
Person(s) of Indian Origin residing at _____ /

_____, a company registered or
deemed to be registered in India under the Companies Act, 1956, and having its registered office
at _____ /

_____, a partnership firm
registered under the Indian Partnership Act, 1932, and having its principal place of business
at _____ /

_____, a public charitable
trust registered under the Indian Trusts Act, 1882 and having its registered office at _____

_____, hereinafter referred to as
“**PURCHASER**”(which expression shall, unless it be repugnant to the context or meaning thereof, mean and
include in the case of an individual or individuals, his/her or their respective heirs, executors, administrators
and permitted assigns / in the case of a body corporate, its successors and permitted assigns /in the case of a
partnership firm, the partners for the time being and from time to time constituting the firm, and the survivors
or survivor of them, and the heirs, executors and administrators of the last survivor of them and their, his or
her permitted assigns / in the case of a trust, the trustees for the time being and from time to time of the trust,
and the survivors or survivor of them, and the heirs, executors and administrators of the last survivor of them
and their, his or her permitted assigns) of the **SECOND PART**.

(DEVELOPER and PURCHASER shall be collectively referred to as ‘**Parties**’ and individually as ‘**Party**’)

WHEREAS:

- A Under the Deed of Sale dated 4112011 duly registered as document number 12727 /2011 by the Joint Sub Registrar Guduvanchery from A.V. Thomas Leather and Allied Products Private limited in favour of Smart Value Homes Limited [now known as Tata Value Homes Limited], the DEVELOPER has purchased and siesed and possessed of pieces and parcels of lands admeasuring 15 acres 54 cents , all situate at No.29 Mambakkam Village and No.27 Keezhakottaiyur Village, Chengalpattu Taluk, Kancheepuram District and State, Tamil Nadu[hereinafter referred to as the “**Larger Property**”].
- B. A portion of the Larger Property, admeasuring 1.514Acres has been relinquished by DEVELOPER towards Open Space Reservation (“**OSR Area**”) in favour of the local body concerned i.e. Gram Panchayat and the DEVELOPER is entitled to use the benefits on the OSR Area, which the PURCHASER has acknowledged and no objection for the same.
- C. After deducting the OSR Area, DEVELOPER is entitled to develop the remaining land in the Larger Property, admeasuring 14.025 Acres, hereinafter referred to as “**the said Property**”, which is more fully described hereunder in **Schedule A**.
- The said Property is delineated on the plan hereto annexed as “**Annexure A**”.
- D. By and under a Planning permit, the Director Town and Country Planning (**DTCP**), the CMDA has granted permission to the DEVELOPER for construction of buildings on the said Property (being the Larger Property less OSR area).
- E. DEVELOPER is developing a residential cum commercial/retailunitson the said Property, known as “**New HavenThe Ribbon Walk**” (hereinafter collectively referred to as ‘**Complex**’).
- F. DEVELOPER has commenced development of the said Property, in accordance with the Planning permit and the other approvals received.
- G. As part of the development scheme, the Complex shall comprise of buildings as per the approved plan along with stilts, ground and several upper floors, common compound, entrances, lobbies, staircases, lifts, car parking spaces, club house, garden and passages etc. There will be a Senior Living component in the said Property, the terms conditions, amenities and facilities in respect thereof will be finalised at an appropriate time hereinafter for the purpose of convenience referred to as the “**Scheme**”.
- H. According to the Scheme, a person interested in owning a unit in the Complex is required to purchase undivided interest / share in the said Property (hereinafter referred to as “**UDS**”) and for the said purpose, such person requires to enter into an Agreement for Sale and simultaneously enter into a separate Construction Agreement for the unit with DEVELOPER in accordance with the approved and sanctioned plans.
- I. PURCHASER being desirous of owning a unit in the Complex and after having inspected the documents of title relating to said Property, the Scheme formulated by DEVELOPER as well as the Sanctioned Plan, specifications and other documents relating to the Scheme and after being satisfied about the DEVELOPERs ‘title has expressed his/her/its/their intention to:
- (a) enter into this Agreement for Sale in regard to purchase of _____ Sq. Ft. undivided share (**UDS**) in the said Property, which is morefully described in the **Schedule B hereunder [hereinafter referred to as the “Schedule B Property”]** and
- (b) have a unit constructed on the said Property, by entering into a separate Construction Agreement of the same date for the construction of the unit bearing No. _____, in Building named _____, Wing No. _____, on the _____ Floor (hereinafter



referred to as “**the said Unit**”). The floor plan of the said Building is more particularly described in **ANNEXURE A1**, hereunder.

- J. DEVELOPER will have the right to carry out a phase wise construction. All the buildings may not be constructed simultaneously. Complex will be developed in various construction phases and availability of few common amenities, services and Club will be dependent on the construction phasing and may get ready at the time at which the last phase is completed or/and at the end of the Complex.
- K. DEVELOPER herein has offered to sell the **Schedule B** Property and PURCHASER has accepted the offer. Pursuant to the offer and acceptance, the Parties intend to enter into this Agreement for Sale and record their understanding, terms and conditions in writing as mentioned below.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES AGREE AS FOLLOWS:

1. That in pursuance of the foregoing and in consideration of the mutual obligations undertaken by the Parties hereto, agrees to sell and PURCHASER hereby agrees to purchase the Schedule B Property for a total sale consideration of Rs _____ / (Rupees _____ Only), hereinafter referred to as the “**Sale Price**”, subject to the terms, conditions and covenants herein contained. The Sale Price shall be paid by the PURCHASER as per the Schedule of Payments contained in **Schedule C** hereto and signed by the Parties herein and forming part of this Agreement.
2. PURCHASER has up to this day paid a sum of Rs _____ / (Rupees _____ Only) vide wire transfer/cheque/ demand draft on the execution of this Agreement, the receipt of which is hereby acknowledged by DEVELOPER.
3. The balance amount of Rs _____ / (Rupees _____ Only) shall be paid as per **Schedule C** given herein below before the execution of the Sale Deed pursuant to this Agreement. PURCHASER assures DEVELOPER that the balance Sale Price and all amounts payable under this Agreement shall be paid by PURCHASER herein, without default in accordance with this Agreement. DEVELOPER has informed PURCHASER and PURCHASER is aware that the default in payments of the balance amount would affect the entire Complex as well as expose the DEVELOPER to financial losses and also affect the other PURCHASERS/PURCHASER and purpose of the Complex.
- 4(a) All Drafts/ Cheques are to be made in favour of “**TVHL Mambakkam Collection Account**”, payable at Chennai / at par. Outstation cheques shall not be accepted.
- 4(b) If any of the cheques submitted by PURCHASER to DEVELOPER are dishonoured for any reasons, then the DEVELOPER shall intimate PURCHASER of the dishonour of the cheque and PURCHASER would be required to tender a Demand Draft of the same amount to DEVELOPER within ten (10) days from the date of dispatch of such intimation by PURCHASER and the same shall be accepted subject to ‘Dishonour Charges’ of Rs. 2000/ (Rupees Two Thousand only) [Taxes Extra] for each dishonour. In the event the said Demand Draft is not tendered within the stipulated time period mentioned herein, then this Agreement can be cancelled at the option of DEVELOPER.
5. The sale shall be completed after completion of construction of the buildings under the Scheme and upon the receipt of the full Sale Price from the PURCHASER by execution and registration of the Sale Deed in the Office of the jurisdictional SubRegistrar, in respect of the **Schedule B** Property.
6. **CANCELLATION / TERMINATION OF THE AGREEMENT**
 - (a) On default of payment by the PURCHASER , DEVELOPER shall be entitled to cancel / terminate this Agreement and upon such cancellation / termination, DEVELOPER shall refund the monies paid by



the PURCHASER upto the date of cancellation / termination without interest subject to forfeiture of following sums as detailed hereunder, subject however to clause 6 (b) below (the Refund Amount):

- (i) Application Money or the actual amount paid whichever is higher subject to a maximum of 15% of the Sales Price.
- (ii) Interest due upon such default, calculated till date of issue of termination letter.
- (iii) All taxes paid and other charges payable up to the date of cancellation / termination.

6(b) DEVELOPER shall exercise the said right of cancellation/termination of this Agreement mentioned in Clause 6(a) hereinabove in the following manner:

- (i) Upon non receipt of payment within due date, DEVELOPER shall issue a notice to the PURCHASER to pay the amounts due within (45) days of due date. The PURCHASER shall be liable to pay the amounts due with interest accrued thereon as prescribed under Clause 7(b) hereunder.
- (ii) Upon nonpayment of amounts due by the PURCHASER even after expiry of (45) days' notice, DEVELOPER may in its sole discretion issue a cancellation / termination notice pursuant to which this Agreement and the Construction Agreement shall stand cancelled / terminated without any further act, deed, matter or thing to be done by any Parties.
- (iii) Upon the cancellation and termination of this Agreement, the allotment of the said Unit shall be deemed to be cancelled. The PURCHASER shall cease to have any right or interest with respect to the UDS and the said Unit and, DEVELOPER shall be at a liberty to sell or otherwise dispose off the UDS together with the said Unit to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as DEVELOPER may in its sole discretion think fit and proper and the PURCHASER shall not be entitled to raise any objection or dispute in this regard.
- (iv) Upon such cancellation / termination, PURCHASER shall be left with no right or lien on the said Unit or on the amount paid till such time. The Refund Amount shall be refundable to PURCHASER without any interest, within three (3) months of such cancellation/ termination. The dispatch of said cheque by registered post/speedpost to the last available address with DEVELOPER as mentioned hereinabove shall be full and final discharge of all the obligation on the part of DEVELOPER or its employees and PURCHASER will not raise any objection or claim on DEVELOPER in this regard.

DEVELOPER may at its sole discretion condone the breach committed by PURCHASER and may revoke cancellation /termination of the agreements provided that the said unit has not been reallocated to other person till such time and PURCHASER agrees to pay the unearned profits (difference between the booking price and prevailing sales price) in proportion to total amount outstanding on the date of restoration and subject to such additional conditions/ undertaking as may be decided by the DEVELOPER.

Such waiver shall not mean any waiver in the interest amount and PURCHASER will have to pay the full amount of interest due.

It is agreed between the Parties that DEVELOPER shall adjust the amount due from PURCHASER first towards taxes payable, then Installment/Principal amount and then interest due.

- (v) PURCHASER hereby authorizes the DEVELOPER to execute and register such documents as may be required to cancel / terminate the Agreements on behalf of the PURCHASER in case the PURCHASER defaults in making any payments as per the terms of this Agreement or the PURCHASER violates any of the terms of this Agreement.



7. TIMELY PAYMENT:

- 7(a) It shall be incumbent on the PURCHASER to comply with the terms of payment in respect of this Agreement and any other sums payable under any other document that is executed between the parties. Timely payment by the PURCHASER shall be the essence of each transaction.
- 7(b) Payment of installment, and all other dues shall have to be made within due dates as mentioned in the demand letter(s) issued by DEVELOPER from time to time requesting for such payments. Payment within time would be deemed to be essence of the terms of allotment. Part payments will not be accepted, The DEVELOPER may, at its sole option and discretion, waive in writing the breach by the PURCHASER of not making payments as per the Price and Payment Schedule annexed hereto as **Annexure 'C'**, but on condition that the PURCHASER(s) are liable to pay interest on the amount due as under:
- (i) Interest @ 15% (Fifteen Percent) per annum shall be paid on the amount due which shall be calculated for the first period of 60 days from the date on which the amount was due till the date of payment (both days inclusive).
 - (ii) Interest @ 18% (Eighteen Percent) per annum shall be paid on the amount due which shall be calculated for the period beyond 60 days from the date on which the amount was due, till the date of payment (both days inclusive).

It is made clear and so agreed by the PURCHASER that exercise of discretion by the DEVELOPER in the case of one PURCHASER shall not be construed to be a precedent and/or binding on the DEVELOPER to exercise such discretion in the case of other PURCHASER.

All payments received will be first applied towards the past taxes payable, then towards the installments along with taxes applicable to the said installment, then towards interest.

8A TRANSFER OF SAID UNIT AND TRANSFER FEE

- 8A(a) PURCHASER will not be entitled to transfer / assign his/her interest under this Agreement or under the Construction Agreement or in the said unit or the UDS, in favour of any third party for 12 (Twelve) months from the date of allotment of the said unit. Transfer of booking may be permissible after 12 (Twelve) months subject to approval by DEVELOPER, who may at its sole discretion permit the same on payment of transfer charges of 1% of the Sale Price, [taxes extra] and other administrative charges as may be fixed by DEVELOPER from time to time and subject to submission of inter alia affidavit/undertaking/request for transfer or any other document and on such terms and conditions and guidelines as may be deemed fit by DEVELOPER. Stamp duty as applicable on such transfer shall be paid by the transferor / transferee as the case may be. The transfer shall be allowed only subject to clearing all the sums that shall be due and payable to DEVELOPER on the date of submission of the request application.

Further, PURCHASER agrees and undertakes to:

- i) Pay the administrative charges as fixed by DEVELOPER;
 - ii) register the Agreement for Sale/ the Sale Deed (as the case may be) in view of the changes by properly entering into Deeds/s documents and writings in case the Agreement/Sale Deed is already registered before effecting the transfer as aforesaid. However, such transfer shall be allowed only once.
- 8A(b) However, any time after allotment and before the execution of the Sale Deed in respect of the said unit transfer fees of Rs. 10,000/ (Rupees Ten Thousand only) [taxes extra] shall be payable in case such transfer is in favour of the spouse or child, parents or brother or sister of PURCHASER and upon such



transfer, the Parties to this Agreement should only join as confirming parties in the Sale Deed in favour of the transferees.

- 8A(c) Any time before the execution of the Sale Deed in respect of the UDS, the inclusion/ deletion of the name/s of the spouse or child, parents or brother or sister of the PURCHASER as new Joint PURCHASER or change of Joint PURCHASER or swapping / interchanging between the First and Second / Joint PURCHASER is permissible subject to charges of Rs.10,000/ (Rupees Ten Thousand only) [taxes extra] and subject to payment of any additional stamp duty or registration charges that require to be paid on the said Sale Deed if required as a result thereof.
- 8A(d) The request for transfer, inclusion, deletion or swapping between the PURCHASERS shall be allowed only once and subject to clearing all the sums that shall be due and payable to DEVELOPER on the date of submission of the request application.

8B) DOCUMENTATION FOR TRANSFER

- 8B(a) The Sale Deed will be drafted by the Solicitors/Advocates of DEVELOPER and shall be in such form and contain such particulars as approved by DEVELOPER. No request for any changes, whatsoever, in the Sale Deed will be entertained.
- 8B(b) In case, PURCHASER fails or neglects to attend the office of the SubRegistrar of Assurances and execute and register the Sale Deed/any other requisite documents, [as the case may be] within the date notified, physical possession of the said unit may be withheld by DEVELOPER and penalty, if any, payable under relevant laws for delay in completion of the registration of the Sale Deed / any other requisite documents [as the case may be] will be payable by PURCHASER till the registration of the Sale Deed/ any other requisite documents [as the case may be] is completed.

DEVELOPER shall have the right to cancel / terminate the Agreement in case PURCHASER fails to have the Sale Deed/ any other requisite documents [as the case may be] registered within 30 (Thirty)days from the date notified to PURCHASER.

Upon such cancellation / termination, the amounts received from PURCHASER will be refunded in the manner set out above. If the loan is availed by PURCHASER, then PURCHASER shall furnish NOC from the bank/financial institution before the transfer. However, this provision shall not apply if the delay in getting the Sale Deed registered is not attributable to PURCHASER.

- 8B(c) PURCHASER shall be required to pay, on demand, to DEVELOPER or to the Concerned Authorities, the applicable stamp duty and registration charges for Sale Agreement and Sale Deed for the UDS and on the Construction Agreement of the respective apartments.
9. PURCHASER agrees that the UDS that will be conveyed to PURCHASER shall correspond to the said unit constructed and PURCHASER would have no objection if there is a variation in the UDS finally to be conveyed and the undivided share agreed to be sold under this Agreement subject to the variation not exceeding 5% of the UDS as mentioned in this Agreement, as after the said Building is completed, the exact areas of the Apartment would be ascertained.

In this regard, the statement of the Architect of the Complex shall be final and binding on the Parties hereto and PURCHASER will have no objection to such variation in the constructed area. The PURCHASER agrees that any increase in the area will be paid for extra at the same rate stated herein by PURCHASER and any decrease in the area, DEVELOPER will adjust the sale price for such decreased area at the same rate stated herein.

10. MORTGAGE:

- 10(a) DEVELOPER hereby declares and confirms that DEVELOPER has prior to the execution hereof, specifically informed PURCHASER that:



- (i) DEVELOPER has an arrangement/ may in future have an arrangement with certain Banks and Financial Institutions (hereinafter collectively referred to as "**the said Banks**"), for obtaining a line of credit to DEVELOPER to facilitate development of Complex undertaken and carried on by it, and as security for repayment of loans, which may be advanced to DEVELOPER by the said Banks, DEVELOPER has created / may create or cause to be created mortgages/charges on the lands and construction thereon in favour of the said Banks, and the securities created in favour of the said Banks may be substituted from time to time;
 - (ii) The title deeds relating to the said Larger Property have been / may be required to be deposited with the said Banks as security (along with other securities) for repayment of the loans which may be advanced hereafter by the said Banks to DEVELOPER under the said line of credit arrangement; and
 - (iii) If DEVELOPER creates any such mortgage, it shall be the obligation of DEVELOPER to cause the said Banks to release the said Unit from the aforesaid security so created before execution and registration of the Sale Deed in favour of PURCHASER in his/her favour.
- 10(b) Subject to the obligation contained in 10 (a) (iii) above, DEVELOPER specifically reserves their right to offer the Larger Property along with the construction thereon or any part thereof , as security (including by way of a mortgage or charge) to any credit/financial institution, bank or other person/body, who has advanced or may hereafter advance credit, finance or loans to DEVELOPER, and PURCHASER has given and granted his/her specific and unqualified consent and permission to DEVELOPER for doing the same.
- 10(c) PURCHASER hereby irrevocably and unconditionally declares, agrees, undertakes, covenants, confirms and assures that he/she shall, if and whenever requested by DEVELOPER hereafter in this regard, and within 7 (seven) days of receiving DEVELOPERs written intimation in this regard, sign, execute and give to PURCHASER, and in such form as may be desired by PURCHASER, any letter or other document recording his/her specific, full, free and unqualified consent and permission for DEVELOPER offering and giving the said Property and/or the buildings and/or and structures proposed to be constructed on the said Property by DEVELOPER or any part thereof as security in the manner mentioned in subclause (b) hereinabove. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of PURCHASER shall be of the essence of the contract, and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by PURCHASER herein, and PURCHASER has entered into this Agreement.

11. NOTICES:

All notices to be served on PURCHASER as contemplated by this Agreement, shall be deemed to have been duly, effectively and sufficiently served if sent to the PURCHASER by Registered Post A.D., under Certificate of Posting or hand delivery, at his/her/their/ its address specified hereinabove and electronic mail at the officially notified email id by PURCHASER.

12. No change, variation or modification of any of the terms and conditions set forth herein shall be valid unless incorporated as an amendment to this Agreement and signed by the Parties;

13. JURISDICTION AND ARBITRATION:

13.1 Mutual Discussion

At the first instance, attempts shall be made to settle all or any disputes / differences arising out or touching upon or in relation to the terms of the application, this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties amicably by mutual discussion.



13.2 Arbitration Clause

All disputes or differences whatsoever which shall at any time hereafter (whether during the continuance of this Agreement or upon or after its discharge or determination) arise between the Parties hereto or their respective heirs, legal representatives, successors in title, transferees and assigns (as the case may be), touching or concerning this Agreement or its construction or effect, or as to the rights, duties, obligations, responsibilities or liabilities of the Parties hereto or any of them, under or by virtue of these presents or otherwise, or as to any other matter in any way connected with or arising out of or in relation to the subject matter of contained in these presents, which cannot be settled by mutual discussion within 30 days from the date of arising of such dispute / difference, shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or reenactment thereof for the time being in force. The reference shall be made to one arbitrator nominated by DEVELOPER. The award of the arbitrator shall be final and binding on the Parties to the reference. The arbitration proceedings shall be held in Mumbai only. The proceedings shall be conducted in English language.

14. JURISDICTION

14.1 Determination of Legal Relations

This Agreement shall be construed and the legal relations between the Parties hereto shall be determined and governed according to the laws of India.

14.2 Court Jurisdiction

Subject to clause No. 13.2, the Civil Courts of Chennai alone / the Hon'ble High Court of Madras alone shall have the jurisdiction in all matters arising out of/touching and/or concerning the application and/or this Agreement.

15. In the event of any provision of this Agreement being declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either of the Parties from any relevant competent authority, the Parties shall amend that provision in such reasonable manner as achieves the intention of the Parties without illegality or at the discretion of the Parties it may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force;

16A) DEVELOPER COVENANTS WITH PURCHASER AS FOLLOWS:

- i) That the final sale of the **Schedule B** Property in favour of PURCHASER and execution of the Sale Deed shall be free from attachments, encumbrances, Court or acquisition proceedings or charges, liens of any kind, whatsoever;
- ii) That DEVELOPER has the power to convey the UDS in the said Property on behalf of OWNERS.
- iii) That DEVELOPER agrees to do and execute or cause to be executed all acts, deeds and things, as may be required by PURCHASER and which the DEVELOPER considers necessary, for more fully and perfectly assuring the title of the PURCHASER to the **Schedule B** Property;
- iv) That DEVELOPER will pay all taxes, rates and cesses in respect of the Schedule B Property up to the date of this Agreement.
- v) That DEVELOPER has furnished to the PURCHASER, the Title Certificate dated 10th October, 2011 issued by R & P Partners, Advocates with respect to the said Property and the PURCHASER has reviewed the same and is satisfied regarding the title of the Owners to the said Property.



16B) PURCHASER COVENANT/S WITH OWNERS AND DEVELOPER AS FOLLOWS:

- i) PURCHASER covenants to abide by all the terms of this Agreement including the Payment Schedule as laid down in **Schedule C** to this Agreement.
- ii) PURCHASER shall not be entitled to claim conveyance of the Schedule B Property and possession of said Unit until PURCHASER fulfills and performs all the obligations and completes all payments under this Agreement and the Construction Agreement of even date.
- iii) PURCHASER shall bear the cost of stamp duty and registration charges and legal expenses for conveying the **Schedule B** Property in their favour and in the event of PURCHASER not having paid the same, shall forthwith on demand pay the same to DEVELOPER.
- iv) this Agreement after being satisfied about the title of OWNER S to the said Property and the Scheme formulated by the DEVELOPER;

17 That DEVELOPER, or any one claiming through DEVELOPER shall be entitled to use the roads, pathways forming part of the Scheme and PURCHASER or any one claiming through the PURCHASER will not cause any obstruction or hindrance to similar right possessed by other PURCHASERS.

18. PURCHASER hereby irrevocably and unconditionally agrees and gives his/her specific, full, free and unqualified consent and permission to DEVELOPER for carrying out preparations, alterations, amendments, variations, modifications and/or additions in respect of the plans, designs and specifications of the additional floors and/or new buildings. PURCHASER hereby agrees, undertakes and covenants to give and extend all assistance and facilities to DEVELOPER in this regard, as may be required by DEVELOPER in this regard from time to time.

19. PURCHASER expressly agrees and understands that strict compliance of this condition on the part of PURCHASER shall be of the essence of the contract, and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by PURCHASER herein, DEVELOPER has entered into this Agreement.

20. RIGHT OF ASSIGNMENT:

DEVELOPER shall have the right to assign, transfer its interest and obligations under this Agreement in favour of any other DEVELOPER or Group Company, who shall carry out the development of the **said Property** as agreed upon this Agreement without any change or alteration in the terms and conditions agreed upon by and between the Parties hereto.

21. This Agreement shall be co-terminus and co extensive with the Construction Agreement of the same date. It is hereby expressly agreed to, by and between the parties hereto that this Agreement with the PURCHASER is distinct from the other documents executed in connection with this Agreement but default in any one shall be construed as default in the other/s and the rights and obligations of the parties shall be determined accordingly.

22. The Schedules and Annexures to this Agreement shall form an integral part of this Agreement.

23. Two 1 sets of this Agreement shall be executed. One original set shall be retained by the DEVELOPER and the other set shall be handed over to the PURCHASER.



SCHEDULE-'A'
(Description of said Property)

"All those pieces and parcels of Agricultural lands measuring 15 acres 54 cents or thereabouts, all situate at No.29 Mambakkam Village and No.27 Keezhakottaiyur Village, Tiruporur Taluk, Kancheepuram District and State, Tamil Nadu, less Open Space Reservation Area admeasuring 1.514 Acres, comprised in the following Survey Numbers together with their corresponding extents in the respective villages:

Sl. No.	Old Survey No.	New Survey No.	Extent		Village
			Acre/s	Cent/s	
1	131/1A	131/1A	1	48	Mambakkam
2	131/1B	131/1B	1	48	Mambakkam
3	76/B (Part)	76/B1	0	81	Keezhakottaiyur
4	77/1	77/1	0	31	Keezhakottaiyur
5	77/2 (Part)	77/2A	0	85	Keezhakottaiyur
6	78/1, 78/3,78/4 & 78/7B	78/1A	2	49	Keezhakottaiyur
7	78/2	78/2	0	60	Keezhakottaiyur
8	78/5, 78/6 & 78/7A	78/5	0	76	Keezhakottaiyur
9	78/8 (Part)	78/8A	0	05	Keezhakottaiyur
10	79	79	0	57	Keezhakottaiyur
11	80/1	80/1	1	05	Keezhakottaiyur
12	80/2 (Part)	80/2A	3	09	Keezhakottaiyur
13	81A/9	81A/9	1	00	Keezhakottaiyur
14	81A/10	81A/10	1	00	Keezhakottaiyur
	TOTAL EXTENT		15	54	

and situate within the Sub-Registration District of Guduvancherry in the Registration District of Chennai - South".



SCHEDULE-'B'

**(Property hereby agreed to be sold to PURCHASER
being the undivided share in the said Property)**

_____ Sq. Ft. undivided right, title and interest in the said Property.

Signature of Sole/First Applicant



Signature of Joint/Second Applicant

SCHEDULE-'C'
Payment Schedule

The consideration for sale of **Schedule B** Property other than the deposits and other sums payable under this Agreement is Rs. _____/- (Rupees _____ Only) [including Rs. _____/- towards clubhouse development charges out of which, a sum of Rs. _____/- (Rupees _____ Only) has already been paid by PURCHASER to DEVELOPER vide Cheque bearing No. _____ dated _____ drawn on _____ Bank.

The balance payment shall be paid in the following manner:

Payment Schedule - Agreement for Sale		

Signature of Sole/First Applicant



Signature of Joint/Second Applicant

IN WITNESS WHEREOF the PARTIES hereto have signed this AGREEMENT on the date, month and year first above-written at CHENNAI

Signed and delivered by the withinnamed)
DEVELOPER **Tata Value Homes Limited**)
Represented by its Authorised Signatory/)
Constituted Attorney Mr./Mrs./Ms. _____)
_____)
in the presence of)

1. _____
2. _____

Signed and delivered by the within named)
PURCHASER Mr./Mrs./Ms. _____)
_____)

- in the presence of
1. _____
 2. _____

OR

THE COMMON SEAL of the)
Withinnamed PURCHASER _____,)
Is hereto affixed pursuant to the Resolution)
dated _____ passed by)
It's Board of Directors, in the presence)
of Mr. /Ms/Mrs. _____)
And Mr. / Mrs./Ms _____)
,being the Directors of the Company,)
and Mr./Mrs./Ms. _____)
being the Secretary of the Company,)
who have executed this Agreement)

- in the presence of)
1. _____
 2. _____



OR

Signed and delivered by the withinnamed)
PURCHASER_____)
by its Authorised Partners, _____)

in the presence of

1. _____

2. _____

OR

Signed and delivered by the withinnamed)
PURCHASER_____)
by its Authorised Trustees, _____)

in the presence of

1. _____

2. _____



ANNEXURE 'A'
(Layout Plan of the said Property)



Signature of Sole/First Applicant

Signature of Joint/Second Applicant

ANNEXURE 'A1'
(Floor Plan of the said Building)



Signature of Sole/First Applicant

Signature of Joint/Second Applicant

Dated this ____ Day of _____

Between

Tata Value Homes Limited

AND

AGREEMENT FOR SALE

“NEW HAVEN RIBBON WALK”

CHENNAI

“ _____ ”



Signature of Sole/First Applicant



Signature of Joint/Second Applicant