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AND MRS JAYAMALATHI SUDARSANA RAO, being the Owners, have appointed, constituted and nominated the DEVELOPER as its Attorney to perform several acts, deeds, matters and things in relation to development of all those piece and parcel of lands situated at Kuthambakkam village, Poonamallee Taluk and District Thiruvallur in Tamil Nadu bearing survey numbers , 451, 453, 455, 457/1, 457/2A, 457/3A, 457/3B, 457/3C, 457/3D, 457/3E, 459/1, 459/2, 459/3C, 459/3D, 459/4, 459/5, 459/6, 460/1, 460/2A, 460/2B, 460/4, 465/2, 466/1B, 470, 471/1, 471/2, 471/3, 472/1, 472/2, 472/3, 473/1A1, 473/1A2, 473/1B, 478/1A, 478/1B, 478/2A, 478/2B, 478/2C, 478/2D, 478/3A, 478/3B, 479/1, 479/2, 479/3, 480 and 481admeasuring 18 Acres and 87.5 cents, [hereinafter referred to as "**Larger Property**"]].

- B. A portion of the Larger Property, admeasuring 3.77 Acres 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 has no objection for the same.
- C. After deducting the OSR Area, the Developer is entitled to develop the remaining land in the Larger Property, admeasuring 15.10 Acres, which is more fully described hereunder in **Schedule A**, hereinafter referred to as "**the said Property**".

The said Property is delineated on the layout plan hereto annexed as "**Annexure A**".

- D. By and under a Planning permit Chennai Metropolitan Development Authority (CMDA), the CMDA has granted permission to the Developer for construction of buildings on the said Property less OSR area.
- E. The Developer is developing a residential cum commercial /retail units on the said Property, known as "**SANTORINI**" (hereinafter referred to as '**Complex**').
- F. The DEVELOPER has commenced development of the said Property, in accordance with the Planning permit and the other approvals received.
- G. As a 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

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house, garden and passages etc., 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 (**UDS**) and for the said purpose, such person requires to enter into an Construction Agreement and simultaneously enter into a separate Agreement for Sale for the UDS with the Owner and the DEVELOPER in accordance with the approved and sanctioned plans.
- I.** The Purchaser being desirous of owning a unit in the Complex and after having inspected the documents of title relating to the said Property, the Scheme formulated by the Developer as well as the Sanctioned Plan, specifications and other documents relating to the Scheme and after being satisfied about the title and expressed his/her/their/its intention to:
- (a) enter into an Agreement for Sale in regard to purchase of _____ Sq. Ft. undivided right, title and interest in the said Property and
 - (b) enter into this Construction Agreement of the same date for the Construction of a unit / said Unit , bearing No/s. _____, on _____Floor, to be developed on said Property measuring _____Sq. Ft. of Saleable area which is more fully described in the **Schedule B** hereunder, [hereinafter referred to as the “ said **Unit / Schedule B Property**”].
- J.** DEVELOPER will have the right to carry out a phase wise construction. All the buildings may not be constructed simultaneously. The 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.** The Purchaser has approached and requested the Developer to construct the **Schedule B** Property and the Developer has accepted the said offer. Pursuant to the said offer and acceptance, the Parties intend to enter into this Agreement and record their understanding, terms and conditions in writing as mentioned below.

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L. The Developer hereby agrees to construct for the Purchaser, the **Schedule B Property** on or for a total cost of construction of **Rs. _____ (Rupees _____ Only)** as per the plans approved by the CMDA.

The Parties intend to record in this Agreement, their understanding in respect thereof.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, UNDERSTOOD, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Developer is and shall be constructing and developing the **Schedule B Property** and other structures on the said Property in a phased manner in accordance with the plans, designs and specifications approved by the CMDA and which have been seen and approved by the Purchaser with only such variations and modifications as the Developer may consider necessary or as may be required by the concerned government/local authority to be made in them or any of them;
- 2(a) The PURCHASER hereby enters into this Agreement with the DEVELOPER to have the **Schedule B Property** constructed on the said Property.
- 2(b) The PURCHASER hereby agree/s to pay the consideration with an option of escalation free price or price subject to escalation as mentioned herein below in clause 3(g):

I /We opt for escalation-free price [Clause 3(g) not applicable]	Signature of the PURCHASER: NOT APPLICABLE
I /We opt for Price subject to escalation [as mentioned in Clause 3(g)]	Signature of the PURCHASER:

2(c) The Developer hereby agrees to construct and develop for the Purchaser, the Schedule B Property as shown in the Plan hereto annexed and marked **Annexure "A"**, for a total cost of construction of **Rs. _____ (Rupees _____ Only)**,

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(Including _____ towards Club House development charges) along with the right to use the common areas provided in the said Property, pathways, open spaces, , garden areas, with amenities, alongwith the common amenities and facilities in the manner described in Schedule of Payments contained in **Schedule C hereto**.

The nature, extent and description of the common areas, amenities and facilities are set out in the **Schedule D** hereunder written.

2(d) It is distinctly and clearly understood and agreed to by the Purchaser that this is only a Construction Agreement.

This Agreement is not an agreement for rights of property but a right for construction and development.

3(a) The cost of construction shall be paid by the Purchaser to the Developer in the manner described in Schedule of Payments contained in **Schedule C**. On or before the execution of these presents, the Purchaser has paid to the Developer a sum of **Rs. _____**

_____ Only, being part payment of the cost of construction payable hereunder (the payment and receipt whereof the Developer hereby admits and acknowledges). The Purchaser has agreed and undertaken to pay to the Developer the balance of the agreed sale cost of construction in the manner described in **Schedule C**.

3(b) The cost of construction is exclusive of stamp duty, registration charges, VAT, Service tax and all the other levies as applicable. Further the Purchaser shall be liable to pay any taxes as may be levied by any appropriate authorities and as may be applicable from time to time, which shall be separately charged and recovered from the Purchaser as may be applicable.

3(c) The Purchaser hereby agree/s that, the Purchaser shall be responsible and liable to pay stamp duty, registration charges, VAT (under Tamil Nadu Value Added tax Act or such other applicable statute), Service Tax and/or such other levies, statutory charges etc., as may be applicable on the construction of the said Unit and transfer of the undivided interest in respect thereto. The Purchaser would also be liable to pay interest/ penalty / loss incurred to the Developer on account of the Purchaser's failure and /or delay to pay the VAT,

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Service tax and/or such other levies, statutory charges etc., within 7(seven) days of being called upon by, without assigning any reasons for the same.

The Purchaser hereby agree/s that the Purchaser shall be liable to pay any taxes, levies statutory charges imposed by appropriate authorities applicable to the transfer said Unit with retrospective effect and if any recovery proceedings in consequence thereof are initiated.

It is further agreed by the Purchaser that, the Purchaser shall before obtaining the possession of the said Unit pay the requisite amount of VAT, Service tax and any other present and future taxes / duties / statutory charges (if applicable) for construction / sale of the said Unit to the Developer.

- 3(d)** Maintenance charges, deposits, electrical meter deposit, documentation/legal charges and other charges as may be applicable, shall be separately charged along with applicable taxes thereon.
- 3(e)** All Drafts/ Cheques are to be made in favour of “**SANTORINI-COLLECTION ACCOUNT**”, payable at Chennai /at par. Outstation cheques shall not be accepted.
- 3(f)** If any of the cheque submitted by the Purchaser to the Developer is dishonoured for any reasons then the Developer shall intimate the Purchaser of the dishonour of the cheque and the Purchaser would be required to tender a Demand Draft of the same amount to the Developer within ten (10) days from the date of dispatch of such intimation by the Developer 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 the Agreement cancelled at the option of DEVELOPER.
- 3(g) PRICE ESCALATION: [Not applicable in case of escalation-free price option]**
The PURCHASER agree/s and understand/s that the Sale Price/consideration towards of the said Unit is interalia based on following factors i.e. the cost of materials and labour as on the end of the quarter in which the booking is received. However, if there is any increase or decrease in the cost of construction material and labour up to 2% (Two percent) till the date of possession as mentioned hereinabove from the date of application then; the same shall be absorbed by the DEVELOPER. If there is any increase in the cost of construction material and labour beyond 2% (Two percent) (hereinafter referred to as

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(iii) All taxes paid and payable up to the date of cancellation / termination and any other charges.

5(b) DEVELOPER shall exercise the said right of cancellation/termination of this Agreement mentioned in Clause 5 (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 6(b) hereunder.

(ii) Upon non payment 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 Agreement for Sale 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/speed-post 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.

5(c) DEVELOPER may at its sole discretion condone the breach committed by PURCHASER and may revoke cancellation /termination of the agreements

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used in accordance with the rules and regulations as may be framed in this regard by the Developer and/or the Association/society (*as defined hereunder*) formed by the Owners(s) of the said Unit .

10. The Purchaser shall abide by such rules and regulations as may from time to time be framed by the Developer and /or the Association/society (*as defined hereunder*) for use of the common areas, Club House, Swimming Pool, and other amenities and facilities.

11. HANDING OVER POSSESSION AND COMPENSATION:

(a) DEVELOPER shall endeavor to give possession of said unit to PURCHASER on or before November 2016 and subject to Government providing necessary infrastructure in the sector and subject also force majeure circumstances and any reasons beyond the control of DEVELOPER.

(b) In the event, possession of the said Unit is delayed beyond the date as agreed hereinabove interalia for any reason mentioned then, DEVELOPER shall be entitled to extension of 2 [Two] months (**Extended Date**) for giving possession of the said Unit, failure to hand over possession beyond the Extended Date by DEVELOPER . In such an event, the PURCHASER shall be entitled to seek compensation from the expiry of the Extended Date @ 6% (six percent) per annum on the amounts paid till date towards the Sales Price (excluding stamp duty, registration fee, VAT, tax, etc paid to the authorities) of the said Unit. The aforesaid compensation shall be payable till date of receipt of occupation certificate or any other certificate required for occupation of the said Unit (**OC Date**). Further, the aforesaid compensation, if any accruing, shall be payable/adjustable only at the time of handing over the possession of the said Unit. It is expressly clarified that no compensation shall be payable by DEVELOPER for any time period beyond the OC Date, irrespective of PURCHASER not taking possession of the said Unit. However, the compensation shall not be paid in the following events:

a. For the period of delay caused in getting essential infrastructure facilities such as electricity, water supply etc. beyond the extension in case of force majeure circumstances as mentioned hereinabove,

and /or

b. If PURCHASER commit/s any breach of terms and conditions contained herein.

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- c) Complex may not have the infrastructure in place as on the date of booking or at handing over of possession as the same is to be provided by the government /nominated government agency. Since this is beyond the control and scope of DEVELOPER, therefore, PURCHASER(S) shall not claim any compensation for delay/ non-provision of infrastructure facilities and /or consequent delay in handing over the possession of the said Unit in the Complex.
- (d) The DEVELOPER shall, after the OC Date, intimate the PURCHASER in writing that the said Unit is ready for the occupation ("**Intimation**"). The PURCHASER shall within 20 days from the Intimation make payment of the full amount due and payable for the said Unit as per the terms of this Agreement. Upon receipt of all amounts due and payable from the PURCHASER as aforesaid, the DEVELOPER shall inform the PURCHASER in writing, thereby offering/inviting the PURCHASER to take over possession of the said Unit ("**Offer of Possession**"). The PURCHASER shall within a period of 45 days from the date of Offer of Possession complete possession formalities by executing necessary indemnities, undertakings, Maintenance Agreement and such other documentation as DEVELOPER may prescribe and complete the inspection of the said Unit. The PURCHASER shall give atleast 7 days prior intimation to DEVELOPER informing his intent to come for possession formalities, The PURCHASER shall at the time of inspection take over the physical possession of the said Unit , however, in the event, any snags recorded during the inspection, DEVELOPER shall reasonably address the same within a period of 30 days, provided such observations are notified to DEVELOPER on the same day of inspection by the PURCHASER and upon completion of 30 days, the PURCHASER(S) shall take over the possession of the said Unit, which shall be deemed to be the Date of Possession, irrespective whether the PURCHASER has taken possession or otherwise.
- (e) In the event the PURCHASER fails to take over the possession of the said Unit as mentioned hereinabove, then the same shall lie at his/ her/ their/its risk and cost and PURCHASER shall be liable to pay 1.25 times of the maintenance charges from offer of Possession till the PURCHASER actually take the possession of the said Unit. The aforesaid 1.25 times of maintenance charges shall be over and above the interest payable for delay payments by the PURCAHSER under this Agreement. The aforesaid 1.25 times of the maintenance charges interalia includes any cost towards the maintenance of the said Unit.

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only for residential/commercial purposes (as the case may be) and shall use the Parking Space/s or permit the same to be used only for the purpose of keeping and parking vehicle/s.

13. The Purchaser hereby irrevocably and unconditionally agree/s and give/s his/her/their/its specific, full, free and unqualified consent and permission to the 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 any buildings in the Complex. The Purchaser hereby agree/s, undertake/s and covenant/s to give and extend all assistance and facilities to the Developer in this regard, as may be required by the Developer in this regard from time to time.
14. The Developer has specifically informed and sought the consent and permission of the Purchaser to carry out and implement the construction of the additional floors and/or new buildings if any and accordingly the purchaser agrees for the variation of the undivided interest in the said Property if any.
15. The Purchaser expressly agree/s and understand/s that strict compliance of this condition on the part of the 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 the Purchaser herein, the Developer has entered into this Agreement.
16. **ASSOCIATION / SOCIETY:**
 - 16(a). The Purchaser along with the other owners of said Unit(s) in the said Property shall join in forming and registering an Association in accordance with the applicable laws for the maintenance of the Complex [hereinafter referred to as the "**Association/society**"] or by such other name as the Developer may decide in its sole, absolute and unfettered discretion (which name shall not be changed by the Purchaser or the Association/ society without the prior written permission of the Developer), and for this purpose, from time to time, the Purchaser shall sign and execute the application for registration and/or membership and other papers, writings and documents necessary for the formation and registration of the Association/society, and for becoming a member thereof, and to duly fill in, sign and return the same to the Developer within fifteen days of the same being forwarded by the Developer to the Purchaser.

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No dispute or objection shall be raised by the Purchaser if any changes, alterations, amendments, modifications, additions and/or deletions are made in the draft Bye-Laws or the Memorandum and/or Articles of Association, as may be required by the competent authority. It is further agreed and understood by the Purchaser that the obligation undertaken herein by the Developer is to ensure the smooth handover of the common areas to the Association/society. However, if the Purchaser fail/s to co-operate with the Developer and the other apartment(s) purchaser(s) in the formation of the Association/society, the Developer shall have a right to release itself from such an obligation. On such a release being taken by the Developer, the Purchaser shall then be obligated to form the Association/society along with the other apartment purchaser(s).

- 16(b) The Association/society shall upon being registered or formed, pass the necessary resolutions confirming the terms, conditions, covenants, stipulations and provisions of this Agreement and further confirm such terms, conditions and covenants as the Developer may require and the Purchaser shall vote in favour of such resolutions.
17. Commencing a month [30 days] after notice/intimation in writing is given by the Developer to the Purchaser that the **Schedule B** Property is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the **Schedule B** Property) of all the outgoings in respect of the **Schedule B** Property and the said Buildings including repairs to the exterior and interior of the said Buildings (but excluding the interior of the **Schedule B** Property), water charges, insurance premia, maintenance and repairs of common lights, common passages/corridors, staircases, lifts, water pumps, sewage treatment plant and all other common areas, amenities and facilities, sanitary and water connections, salaries of clerks, bill collectors, chowkidars / watchmen / security guards and sweepers, and all other costs and expenses necessary and incidental to the management, maintenance, repairs and preservation of the said Property and the said Buildings, Club House, Swimming Pool as set out in **Schedule D** hereto to be determined by the Developer at its sole, absolute and unfettered discretion. The proportionate share of outgoings as mentioned hereinabove shall exclude the property taxes, cesses, charges, levies and other amounts payable to all Government, Semi-Government, Local and Public Bodies and Authorities in respect of **Schedule B** Property. Such property taxes shall be directly paid by the

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Purchaser at actuals to the Jurisdictional Local and Public Bodies and Authorities.

The Developer shall be entitled to deduct any sums out of the deposit mentioned in clause 18(a) herein below for any major repairs and replacements required to be made in the **Schedule B** Property/building in which the Schedule B property is located. Until the Association/society is formed and registered and the management of the said Property and the said Buildings are handed over to the Association/society, the Purchaser shall pay to the Developer such proportionate share of the outgoings as may be determined by the Developer from time to time, in its sole, absolute and unfettered discretion, and the decision of the Developer in this regard shall be conclusive, final and binding on the Purchaser. The amount so paid by the Purchaser to the Purchaser shall not carry any interest and remain with the Developer.

18(a). The Purchaser shall on or before delivery of possession of the **Schedule B** Property keep deposited with the Developer the following amounts:-

Sr. No.	Particulars of Deposits	Amount (Rs.)
1)	Legal costs, charges and expenses including for the preparation of all necessary documents, including the Sale Deed in favour of the Purchaser. . Service charges for formation & registration of Association /society.	As applicable
2)	Tamil Nadu Electricity Board & Water Supply Charges	As applicable
3)	Advance Maintenance charges.	As applicable
4)	Sinking Fund/Contingency Fund	As applicable
	Total	

The above charges are exclusive of taxes, if any, applicable on the date of payment.

18(b) It is hereby expressly clarified, agreed and understood that in the event of there

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being any increase in the amounts mentioned in sub-clause (a) of this clause, and/or any other amounts/deposits which are not referred to therein become payable, for any reason, then the Purchaser shall be liable to bear and pay the same within 7 (seven) days from receipt of the Developer's written intimation in this regard.

- 18(c)** The amounts paid to and deposited with the Developer by the Purchaser under this clause shall not carry any interest, and shall remain with the Developer until formation of the Association / society.

On the formation and registration of Apartments Owners Association, the aforesaid deposits as mentioned at Sr.No.1) of clause 18 (a) above (less deductions provided for in this Agreement) shall be paid over by the Developer to the registered Association/society.

- 18(d)** The Developer shall adjust the Contingency Fund, as mentioned in Sr. No.4 of clause 18(a) above, at the time of handover of the affairs of the Scheme/ building to the Association/ society.

- 18(e)** The Developer shall utilise the amount as mentioned in Sr.No.1) of clause 18(a) above, paid by the Purchaser to the Developer for meeting all legal costs, charges and expenses, including professional costs of the Solicitors and Advocates and other consultants and advisers of the Developer in connection with the preparation of all necessary documents and the formation and registration of the Association/society, preparing the rules, regulations and bye-laws of the same. In respect of the above, the Developer shall not be liable to render any account to the Purchaser and the above amount will be treated as non-refundable charges paid to the Developer for the aforesaid purposes.

- 18(f)** The Developer shall not be liable to maintain and/or render any account of the non-refundable charges in respect of Sr. No.1) and 2) of clause 18 (a) as above to the Purchaser and/or the Association/society. These amounts have been worked out on the basis of the requirements and will be treated as non-refundable charges paid to the Developer for the purpose as mentioned above. The Purchaser confirm/s that the above amounts are acceptable to them and he/she/they waive his/her/their right/s to query the use of these amounts and/or any increase thereto in future.

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- 19(a)** The Purchaser shall not make any structural alterations to the **Schedule B** Property and/or effect any change to the plan or elevation and shall not enclose the balconies/ terraces, if any attached to it. The Purchaser while carrying on the interior decoration (non structural) work within the **Schedule B** Property shall not cause any nuisance/ annoyance to the occupants of the other units in the building and shall not use the common areas for dumping materials/debris etc. The Purchaser shall strictly observe the rules, regulations, restrictions that may be generally/specifically imposed/ prescribed by the Developer or the association or the agency appointed for the maintenance of all common areas and facilities within the said Property.
- 19(b)** The common areas, amenities and facilities in the complex, including the open spaces, common entrances, common passages/corridors, lobbies, staircases, lifts, terraces, recreational areas, Club House, Swimming Pool, shall be used in a reasonable manner and only for the purposes for which the same are provided, and the same shall be used in accordance with the rules and regulations as may be framed in this regard by the Developer and/or the Association/society.
- 19(c)** The Purchaser shall not use the common areas, amenities and facilities, or permit the same to be used for any purpose other than the purposes for which the same are intended, and the Purchaser shall not commit any nuisance or do anything, which may cause disturbance or annoyance to the Purchaser(s) of the other Apartment(s)
- 20.** The Purchaser hereby irrevocably and unconditionally agree/s and give/s his/her/their/its specific, full, free and unqualified consent and permission to the Developer for carrying out alterations, amendments, variations, modifications and/or additions in respect of the plans, designs and specifications of the new buildings. The Purchaser hereby agree/s, undertake/s and covenant/s to give and extend all assistance and facilities to the Developer in this regard, as may be required by the Developer in this regard from time to time.
- 21.** The Purchaser shall not be permitted at any time hereafter, to construct/ erect any brick or masonry wall/ partition in the **Schedule B** Property, or to make any other structural additions/alterations of a permanent nature therein, and therefore, the Purchaser hereby agree/s, undertake/s, covenant/s and confirms that he/she/they/it shall not do or permit/suffer to be done the same at any time hereafter. It is expressly clarified, agreed and understood that strict compliance

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of this condition on the part of the Purchaser shall be one of the essence of the contract.

22. MORTGAGE:

22(a). The Developer hereby declares and confirms that:-

(i) The Developer may in future have an arrangement with certain Banks and Financial Institutions (hereinafter collectively referred to "**the said Banks**"), for obtaining a line of credit to the Developer to facilitate development of projects undertaken and carried on by it, and as security for repayment of loans which may be advanced to the Developer by the said Bank, the Developer 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 are substituted from time to time;

(ii) The title deeds relating to the said Property may require to have been 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 the Developer under the said line of credit arrangement; and

(iii) If the Developer create any such mortgage, it will be obligation of the Developer to cause the said Banks to release the said Unit from the aforesaid security created in their favour if the Developer so intends.

22 (b). Subject to the obligation contained in 22 (a) (iii) above, the Developer specifically reserves its right to offer the said Property along with the construction thereon or any part thereof, as security (including by way of a mortgage or charge) to any other credit/financial institution, bank or other person/body, who has advanced or may hereafter advance credit, finance or loans to the Developer, and the Purchaser has/have given and granted his/her/ their/its specific and unqualified consent and permission to the Developer for doing the same.

22(c). The Purchaser hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that he/she/they/it shall, if and whenever requested by the Developer hereafter in this regard, and within 7 (seven) days of written intimation in this regard from the Developer, sign, execute and give to the Developer, and in such form as may be desired by the

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situated, and in case any damage is caused to the said building or any part thereof or to the **Schedule B** Property on account of any negligence or default of the Purchaser or his/her/their/its servants, agents, contractors, workmen, employees, visitors or guests, the Purchaser alone shall be liable and responsible for all the consequences of the same, and the Purchaser shall be liable and responsible to pay the damages for the loss suffered; and

- (c) To carry out at his/her/their/its own costs and expenses, all internal repairs to the **Schedule B** Property and maintain the same in the same condition, state and order in which the same was delivered by the Developer and the Purchaser shall not do or

suffer or permit to be done anything in or to the **Schedule B** Property or in or to the said Buildings, which may be against the rules, regulations and bye-laws of the Association/society or the concerned government, local or public bodies or authorities, and in the event of the Purchaser doing or committing any act, deed or thing in contravention of the above provisions, the Purchaser shall be responsible and liable for the consequences thereof to the Association/society and/or the concerned government, local or public bodies or authorities;

- (d) For the purpose of carrying out interior work of their respective said Unit after the possession, the Purchaser shall obtain prior written consent of the Developer and shall execute a separate specific Indemnity in favour of the Developer. Stamp duty on such an Indemnity shall be borne by the Purchaser only. The Purchaser shall pay an interest free deposit amount of Rs. 15,000/- [Rupees Fifteen Thousand Only] to the Developer before the commencement of the interior work/s by the Purchaser. The Security deposit [interest free] of Rs 15000/- [Rupees Fifteen Thousand Only] shall be adjusted against such damage caused subject to the following:

- (i) If no damage is caused the entire amount of Rs 15,000/- [Rupees Fifteen Thousand Only] will be refunded.
- (ii) If the amount of damage ascertained is within Rs 15,000/- [Rupees Fifteen Thousand Only], then the balance amount will be refunded after deducting amount equivalent to damage
- (iii) If the amount of damage ascertained is more than Rs 15,000/ [Rupees Fifteen Thousand Only], then in that event the Purchaser shall pay for the

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actual amount of the damage.

- (e) Not to demolish or cause or permit to be demolished the **Schedule B Property** or any part thereof, nor at any time make or cause or permit to be made any additions or alterations of whatever nature in or to the **Schedule B Property** or any part thereof nor any alteration in the elevation or outside colour scheme of the building in which the **Schedule B Property** is situated, and the Purchaser shall keep the portion, sewers, drains and pipes in the **Schedule B Property** and appurtenances thereto in good and tenantable condition, and in particular, so as to support, shelter and protect the other parts of the building in which the **Schedule B Property** is situated, and shall not chisel or in any other manner cause any damage to the columns, beams, walls, slabs or RCC part or other structural members in the **Schedule B Property**, without the prior written permission of the Developer / Association/society and wherever necessary, without the prior written permission of the concerned government, local and public bodies and authorities; and licensed structural engineer in case of modifications /alterations to structural members and
- (f) Not to do or permit or suffer to be done any act, deed, matter or thing which may render void or voidable any insurance of the said Property and/or the said Buildings or any part thereof, or whereby or by reason whereof any increased premium shall become payable in respect of the insurance, and the Purchaser shall reimburse the additional premium which may be charged or become payable or which may be claimed by the insurance company; and
- (g) Not to throw dirt, rubbish, rags, garbage or other refuse, or permit the same to be thrown from the **Schedule B Property** in the compound or any portion of the said Property and the said Buildings in which the **Schedule B Property** is situated; and
- (h) To pay to the Developer within 7 (seven) days of demand by the Purchaser his/her/their/its share of the security deposit/s demanded by the concerned government, local or public bodies or authorities, for providing water, drainage, electricity, telephone or any other service/utility connection to the building in which the **Schedule B Property** is situated; and
- (i) To bear and pay all increases in the, rates, taxes, cesses, assessments, water charges, insurance premia and other levies, if any, which are imposed by the

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(n). **Sign board. Putting up sign board**

The Purchaser undertakes that he / she shall not put up any name or sign board, neon-light, publicity or advertisement material, hang clothes etc. at the external facade of the Building/s, inside the glass window or, anywhere on the exterior or Common Areas or at such places, which are objectionable to the Developer, Maintenance Agency and the concerned authorities and shall be entitled to display his name plate only at the proper place, provided for the said Unit and in the manner approved by the Developer.

24. The Complex shall always be known as “**SANTORINI** “, and neither the Purchaser herein nor the Association/society, shall alter/change this name in any manner, without the prior written consent and permission of the Developer.

25. **RIGHT OF ASSIGNMENT:**

The Developer, shall have the right to assign, transfer its interest and obligations under this Agreement in favor 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.

26. **VARIATION IN AREA:**

(a) The Purchaser agrees/s and confirm/s that if in the event of alteration/s modification/s of the building plans resulting in an increase / decrease in the saleable area of said Unit, Parties shall be bound with following terms:

(I) In case there is any increase or decrease of saleable area upto 2% of said Unit, then the same shall be acceptable to the Purchaser and no charges / refund as the case may be will be made.

(II) In case of increase or decrease of carpet area/ saleable area beyond 2% of said Unit upto 7% then the difference of area beyond 2% upto 7% shall be subject to charges or refund of the proportionate SALE PRICE, as the case may be. *For e.g. if there is increase in area of 4% then the Purchaser shall be liable to pay the charges for variation of 2%.*

(III) In case of increase or decrease in saleable area of said Unit beyond 7%, the Purchaser shall have an option to withdraw or cancel the booking of said Unit / terminate this Agreement and the Agreement for Sale within 30

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days from the date of receipt of notice by the Developer in this regard and the consequences shall be as under:-

(a) In case of withdrawal or cancellation of the booking of said Unit / terminate this Agreement and the Agreement for Sale by the Purchaser, the Developer shall refund all the monies paid by Purchaser towards cost of construction without any interest, taxes and any other charges.

(b) In case Purchaser decides to continue with the booking of said Unit, then such increase/decrease shall be subject to charges/refund as the case may be. *For e.g. if there is increase in area of 8% then the Purchaser shall be liable to pay the charges for variation of 6%.*

27. CLUB HOUSE

The Developer proposes to develop a well-equipped Club House on the said Property, subject to the permission/ sanctions from the statutory bodies for the purpose of social activities and the Purchaser has/have agreed to pay development charges of this Club House. The Purchaser's of retail and commercial if any (as the case may be) will not be allowed to use the Club House.

In the event the Purchaser fail/s to pay Club Development charges, the Developer shall be entitled to stop the Purchaser from using the Club House and the amenities and facilities therein.

This Club House may be developed simultaneous to or after development on the said Property and the Purchaser agrees/s to pay all such other charges as may be stipulated by Developer /Maintenance Agency from time to time. It is also clarified that the usage rights to the Club House will be available to the Purchaser and no guest of Purchaser shall be allowed entry to the Club House without prior permission of Developer / Maintenance Agency and the facilities will be used on terms and conditions as may be stipulated by Developer / Maintenance Agency from time to time.

It is further clarified that the Developer /Maintenance Agency shall be entitled to the revenue generated from the Club House, until the handing over of the management of the said Buildings to the Association/Society.

28. All notices to be served on the Purchaser as contemplated by this Agreement, shall be deemed to have been duly, effectively and sufficiently served if sent to

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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 the Purchaser].

29. The Purchaser shall bear the stamp duty and registration fees payable in respect of transfer of the said Unit, if applicable and all other related/incidental deeds, documents, instruments and writings, to be executed by the Developer in favour of the Purchaser.
30. The Purchaser hereby expressly admit/s, acknowledge/s and confirm/s that no terms, conditions, undertaking, particulars or information, whether oral, written or otherwise given or made or represented, including those contained/given in any advertisement or brochure, by the Developer and/or its agents to the Purchaser and/or his/her/ their/its agents, other than such terms, conditions and provisions as are contained or incorporated in this Agreement either expressly, impliedly or by law, shall be deemed to form part of this Agreement or to have induced the Purchaser to enter into this Agreement.
31. The Purchaser is/are aware and understand that the Developer has entered into this transaction and has agreed to allot the said Unit to the Purchaser, relying solely on the Purchaser agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms, conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on the part of the Purchaser to be observed, performed, fulfilled and complied with, and therefore, the Purchaser hereby jointly and severally (as the case may be) agree/s, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Developer and its successors and assigns, from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties, which they or any of them may have to bear, incur or suffer, and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser.

32. DISCLAIMER FOR SHOW APARTMENT

32(a). Standard fittings:

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The Developer agree/s and understand/s that all the materials and fittings which are exhibited in the sample said Unit may vary as to its make, colour, shade, shape and appearance from the ones provided in the actual said Unit agreed to be constructed.

32(b). Interiors:

The Purchaser agree/s and understand/s that the interiors, furniture, kitchenette and fixtures in the sample apartment are provided only to give a vision of a furnished Apartment/Flat, as per the advice of the interior designer. The layout of the show unit may have been changed at some places as per the advice of the interior designer.

32(c). Dimensions:

The Developer also agree/s and understand/s that the dimensions and the area of the said Unit , which is/are agreed to be constructed, shall vary from this show Apartment based on the floor, block and location of the said Unit .

33. MAINTENANCE:

- a. The Developer shall have the right to appoint the Maintenance Agency for the upkeep and maintenance of the Complex.
- b. The Purchaser shall pay, as and when demanded, the maintenance charges including security deposit for providing, maintaining and up-keeping the Complex and other deposits and charges for the various services therein, as may be determined by the Developer or the Maintenance Agency appointed for this purpose, as the case may be. The appointment of the maintenance agency will be at the sole discretion of the Developer and the Purchaser shall abide by the decision of the Developer and effect the payment.
- c. The Purchaser undertake/s to pay the maintenance charges as raised by the Maintenance Agency post expiry of 30 (thirty) days period of the date of offer of possession on pro-rata basis irrespective of whether the Purchaser is in physical occupation of the said Unit or not and work is still going on in adjacent tower/ buildings and infrastructure facilities including Club House are not fully completed.

Upon exhaustion of the maintenance fund, the Purchaser agree/s that the Maintenance Agency will recover/bill the maintenance charges on a quarterly, bi-monthly or yearly advance such maintenance charges as decided by the

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Maintenance Agency from time to time. The Purchaser also agree/s to bear any additional escalation in the maintenance charges due to any changes in the Minimum Wages Act, cost escalations of the materials or any other additional cost that the Maintenance Agency may have to incur for the upkeep and maintenance of the facilities. Any additional demand from the apartment owners for any addition in services or manpower will have to be borne by the Purchaser / apartment owners and can be charged by the Maintenance Agency in addition to the regular maintenance charges.

- d. The Purchaser agree/s and understand/s that the right of entrance to the said Unit shall be subject to the payment of the maintenance charges and performance of all the covenants of these presents or as may be imposed by the Developer or the Maintenance Agency appointed by the Developer from time to time.
- e. It is clarified that the Purchaser shall be liable and responsible for the maintenance of the interior of the said Unit and the Developer shall not be liable and responsible for the same in any manner whatsoever. The Purchaser also agree/s to abide by the rules and regulations laid down by the Developer /Maintenance Agency to carry out interior work of the said Unit.
- f. Electrical Load and Payment of Deposits, charges for bulk supply of electrical energy:

If the Developer or maintenance agency decides to apply for and thereafter receives permissions from Electricity Board or from any other body /Licensing authority constituted by the Government of Tamil Nadu for such purpose, to receive and distribute bulk supply of electrical energy in the Complex / buildings then the Purchaser undertake/s to pay on demand to Developer /Maintenance Agency, all applicable deposits and charges paid /payable to Electricity Authorities /Any other body/Licensing Authority as determined by the Developer, failing which the same shall be treated as unpaid portion and the conveyance of the said Unit shall be withheld till full payment thereof is received by the Developer.

Proportionate share of cost incurred by the Developer for creating infrastructure like HT feeder, EHT substation etc. shall also be payable by the Purchaser on demand. Further, in case of Bulk supply of electrical energy, the Purchaser agree/s to abide by all the terms and conditions of the sanction

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including but not limited to waiver of the Purchaser's rights to apply for individual /direct electrical supply connection directly from the Electrical Authorities /any other body responsible for supplying of electrical energy. The Purchaser agrees/s to pay increase in the deposits, charges for bulk supply of electrical energy.

The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer. The Purchaser shall sign and execute all other documents, agreements, etc. for the purpose of obtaining Electricity, Power back-up facility, etc. as and when required by the Developer.

g. Maintenance of the Building/s and Structural Audit

It is further agreed by the Purchaser that with a view to ensure the good condition of the building, if the Developer deem necessary, the Purchaser and the said organisation shall allow the Developer to and the Developer shall be entitled to have the said building/s inspected, after fifteen (15) years from the date of issue of Occupation Certificate for such building/s, through qualified Structural Engineer/s appointed/nominated by the Developer . In such event, the Developer shall give notice of thirty (30) days for carrying out the structural audit of the building/s along with name of 2-3 qualified structural engineers of good repute, out of which one structural engineers shall be finalized and appointed by THE SAID ORGANISATION. The Purchaser shall cause THE SAID ORGANISATION to get the repair work as suggested by the qualified structural engineer. The said inspection and required repairs shall be carried out by THE SAID ORGANISATION at its cost through the building repairs fund/such other reserve funds of THE SAID ORGANISATION. Upon completion of the required repair works, THE SAID ORGANISATION shall submit the repairs completion report along with the Structural Fitness Certificate to the Developer. The Purchaser hereby confirm that the said structural audit is necessary for the welfare of the unit PURCHASER(S) of the Complex and hereby agree/s and undertake/s to extend his/her/their full co-operation to the Developer in this regard. The Purchaser agree/s and confirm/s that necessary covenants for the aforesaid shall be mentioned in the Deed of Conveyance at the time of conveying the said building/property in favour of THE SAID ORGANISATION and the Purchaser have/ has no objection in this regard.

34 JURISDICTION AND ARBITRATION:

34.1 Mutual Discussion

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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.

34.2 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 re-enactment thereof for the time being in force. The reference shall be made to one arbitrator nominated by The 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.

35. JURISDICTION

35.1 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.

35.2 Court Jurisdiction

Subject to clause No. 34.2 the Civil Courts of Chennai alone and 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.

35.3. In the event of any provision of this Agreement being declared by any judicial or

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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;

36. Any delay tolerated or indulgence shown by the Developer in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance or giving of time to the Purchaser by the Developer, shall not be treated/construed as a waiver on the part of the Developer of any breach, violation, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement by the Purchaser, nor shall the same in any manner prejudice the rights of the Developer.
37. The Parties hereto acknowledge, declare, and confirm that this Agreement represents the entire Agreement between them regarding the subject matter thereof and any alterations, additions or modifications hereto shall not be valid and binding unless the same are reduced to writing and signed by or on behalf of both the Parties.
38. **FORCE MAJEURE:**
Purchaser agrees that handover of the possession of the said Unit is subject to Force Majeure Conditions, which means any event or combination of events or circumstances beyond the control of a party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Developer ability to perform obligations under this Agreement, which shall include but not limited to:
- (a) acts of God. i.e. fire, drought, flood, earthquake, epidemics, natural disasters or calamities;
 - (b) explosions or accidents, air crashes and shipwrecks; acts of terrorism
 - (c) circumstances or conditions, or other causes beyond the control or unforeseen by the Developer including strikes or lock outs, industrial dispute or other agitations by the workers, employees or labourers of the Developer or the contractor or the suppliers, external agency/ies / government agency/ies associated with the Complex and / or;

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- (d) non-availability of cement, steel or other construction material, labour, ban on mining, strikes of manufacturers, suppliers, transporters or other intermediaries;
- (e) war and hostilities of war, riots, bandh or civil commotion, sabotage, plagues blockades, embargoes, insurrection, Governmental directions and intervention of defense Authorities or any other agencies of government, prolonged failure of energy;
- (f) any legislation, order or rule or regulation made or issued by the Governmental Authority or Court, Tribunal and / quasi-judicial authority/body; if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals, occupation certificate, completion certificate/s for said Unit / Complex or; if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/ writ before a competent court or; for any reason whatsoever;
- (g) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement;
- (h) Any delay on account of non availability of infrastructure facilities such as, electricity, sewer, municipal water to be provided by the Government or local authority if not caused by the neglect of the Developer.; or
- (i) any event or circumstances analogous to the foregoing.

In case of Force Majeure event, the Developer shall be entitled to a proportionate extension of time for delivery of possession of said Unit, depending upon the contingency/ prevailing circumstances at that time. The Developer as a result of such a contingency arising thereto reserves, its right to alter or vary the terms and conditions of allotment or if the circumstances beyond the control of the Developer so warrant the Developer may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever may be claimed by the Purchaser for the period of suspension of scheme.

39. RIGHTS AND OBLIGATIONS OF PURCHASER

39A) RIGHTS OF PURCHASER

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PURCHASER and all persons authorised by PURCHASER (in common with all other persons entitled, permitted or authorised to a similar right) shall have the right at all times and for all purposes, to use the common areas provided in the said Property and pay the charges as determined by DEVELOPER for the upkeep and maintenance of the same.

39B) OBLIGATIONS OF PURCHASER

PURCHASER hereby agrees, confirms and undertakes the following obligations towards DEVELOPER and other unit purchasers of the said Buildings and the said Property: -

- i. PURCHASER shall not at any time, carry on or suffer to be carried on in the said Property or any part thereof or in the said Buildings, any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to DEVELOPER or the other unit purchasers or occupiers or the neighbours' or which may tend to depreciate the value of other units or any part thereof;
- ii. PURCHASER shall use the **Schedule B** Property only for Residential/ Commercial purposes (as the case may be);
- iii. PURCHASER shall give to the other units, necessary vertical, horizontal and lateral support and reciprocate and recognize the rights of the other unit purchasers in the said Buildings as are enumerated herein;
- iv. PURCHASER shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the said Buildings in common with the other unit owners and to permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other unit owners, the cost of repairing and maintaining all such sewers, drains and water lines as also the cost of maintaining and repairing all common amenities such as common roads, staircases etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-laws and terms of the said Organisation to be formed by or among the unit owners in the said Buildings;
- v. PURCHASER shall duly and punctually pay the proportionate share of maintenance charges to DEVELOPER/ the Maintenance Agency appointed

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by the DEVELOPER (hereinafter referred "**Maintenance Agency**"), Municipal Taxes, rates and cesses, applicable taxes, building insurance charges, cost of maintenance and management of the common amenities and charges for maintenance of services, like water, sanitation, electricity etc., and other expenses in regard to the said Buildings and common amenities as may be determined by DEVELOPER and or the Managing Committee of the said Organisation from time to time. If the said Organisation does not come into existence by the date the units are ready, PURCHASER shall pay such share of taxes/expenses/maintenance charges etc., to DEVELOPER, as may be determined by DEVELOPER;

- vi. PURCHASER shall keep the common areas, open spaces, parking areas, passages, lifts, staircases, lobbies etc., free from obstructions and in a clean and orderly manner and not to encroach on any common areas, rubbish/refuse shall not be thrown out of the said unit;
- vii. PURCHASER shall keep the said unit, walls, drains, pipes and other fittings in good and habitable condition and in particular so as to support and protect the parts of the said Buildings, other than the said unit and to carry out any internal works or repairs as may be required by DEVELOPER and/or the said Organisation;
- viii. Upon taking possession, PURCHASER shall take all necessary steps to effect the name change in Revenue record and the electricity meter name change at his/her own costs. DEVELOPER shall however provide all the required NOC's for effecting such a name change. The charges for change of name in the Revenue record/Khata/Patta shall be borne by PURCHASER.
- ix. PURCHASER shall not make any additions or alterations or cause damage to any portion of the said Buildings or the **Schedule B** Property and not change the outside colour scheme, outside elevation/facade/decor of the said Buildings, otherwise than in a manner agreed to by the said Organisation; PURCHASER shall not park any vehicles in any part of the said Property, except in the parking area specifically allotted and earmarked for PURCHASER.

PURCHASER shall pay promptly any increase in any infrastructure

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ALL THOSE piece and parcel of the land or ground admeasuring 18 Acres 87.5 Cents or thereabouts as mentioned hereunder, situated at Village Kuthambakkam, Taluka Poonamallee, District Thiruvallur and State – Tamil Nadu less the Open Space Reservation Area, substation area and Primary School land area admeasuring 3.77 Acres in total.

Sl. No	Owner Name	Survey No
1	Mr. Y Sudarsana Rao	457/3D
2	Mr. Y Sudarsana Rao	472/2
3	Mr. Y Sudarsana Rao	473/1A2
4	Mr. Y Sudarsana Rao	473/1B
5	Mr. Y Sudarsana Rao	457/1
6	Mr. Y Sudarsana Rao	471/3
7	Mr. Y Sudarsana Rao	460/1
8	Mr. Y Sudarsana Rao	471/1
9	Mr. Y Sudarsana Rao	460/2A
10	Mr. Y Sudarsana Rao	460/2B
11	Mr. Y Sudarsana Rao	457/3C
12	Mr. Y Sudarsana Rao	457/3B
13	Mr. Y Sudarsana Rao	472/1
14	Mr. Y Sudarsana Rao	473/1A1
15	Mr. Y Sudarsana Rao	457/3A
16	Mr. Y Sudarsana Rao	465/2
17	Mr. Y Sudarsana Rao	459/3D
18	Mr. Y Sudarsana Rao	470
19	Mr. Y Sudarsana Rao	472/3
20	Mr. Y Sudarsana Rao	457/3E
21	Mr. Y Sudarsana Rao	459/3C
22	Mr. Y Sudarsana Rao	459/1
23	Mr. Y Sudarsana Rao	459/2
24	Mr. Y Sudarsana Rao	459/4
25	Mr. Y Sudarsana Rao	459/5
26	Mr. Y Sudarsana Rao	459/6
27	Mr. Y Sudarsana Rao	460/4
28	Mr. Y Sudarsana Rao	466/1B

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IN WITNESS WHEREOF the **PARTIES** hereto have executed this **AGREEMENT** (in duplicate) the day and year first hereinabove written.

Signed and delivered by the within named)
DEVELOPER **M/s.Tata Value Homes Limited**)
Through its Authorised Representative)
Mrs. Sujatha Perumal)

Signed and delivered by the within named)
PURCHASER _____)
_____)
in the presence of)

1.

2.

Drafted By:

TATA Value Homes Limited x

Authorized Signatory x

Typical Floor Plan

TATA Value Homes Limited x

Authorized Signatory x

