

Construction Agreement

This Construction Agreement (This agreement), is executed at CHENNAI on this the _____ day of August 2020;

BY AND BETWEEN

HIRANANDANI REALTORS PRIVATE LIMITED, a private limited company, incorporated under the Companies Act, 1956, having Income Tax P. A. No. AABCH5909F, having its Registered Office at No. 514, Dalamal Towers, Nariman Point, Mumbai- 400 021, and its Tamil Nadu Regional Office at the site Office at Egattur Village, Thiruporur Taluk, Chengalpet District, (represented herein individually and/or jointly by its Authorised Signatories Mr.Rajan Murugan, S/o. Mr.M.Rajan, aged about 39 years, Aadhar No.8886 1535 3566, and Mr.Chockalingam Ramanathan, S/o. Mr.Chockalingam, aged about 48 years, Aadhar No. 3073 9318 4929, authorized vide Board Resolution dated 12/05/2020), hereinafter called “the Promoter”, (which term shall unless it be repugnant to the context or meaning there of be deemed to mean and include their successors in title and interest, assigns and nominee/s) as a PARTY of the ONE PART
AND

1. Mrs. **C. ANCHANA DEVI**, Aadhar No. _____, W/o **DR. BABU ELANGO VAN**, aged about **39** years, residing at **L1 3RD AVENUE, INDIRA NAGAR, ADYAR,, CHENNAI, Tamil Nadu, 600020**, having Income Tax P. A. No. **AMRPA7005L**

hereinafter jointly referred to as the “Allottee” (which expression shall, unless repugnant to the context or meaning thereof be deemed to include his and her heirs, representatives, executors, administrators, successors-in-interest and permitted assigns) as a PARTY of the OTHER PART.

WHEREAS:

A. The Promoter has vide sale deeds duly registered with Sub-Registrar at Egattur become the owner of or is otherwise well and sufficiently entitled to develop land situated in the Village Egattur next to the Village Navalur Thiruporur Taluk, Chengalpet District. (herein referred to as the "said land").

B. The Promoter is the absolute and lawful owner of the said lands admeasuring 10018.37 sq.ft. or thereabouts, comprised in Survey No.4/2 and 8667.80 sq.ft. or thereabouts, comprised in Survey No.4/3 in Egattur Village, Chengalpet District, more particularly described in the "Schedule A" hereunder written (herein referred to as "the Schedule A Property").

C. The Schedule A Property originally belonged to M/s Stonewood Constructions Pvt. Ltd., a Company having its Registered Office at No.514, Dalamal Towers, Nariman Point, Mumbai 400 021, they having acquired the Schedule A Property along with other lands, vide various Sale Deeds executed and registered in their favour.

D. Subsequently the abovenamed M/s. Stonewood Constructions Pvt Ltd., was amalgamated with M/s. HIRANANDANI REALTORS PVT. LTD. having its Registered Office at No.514, Dalamal Towers, Nariman Point, Mumbai 400 021, being the Promoter herein under a Scheme of Amalgamation approved by the High Court of Judicature at Mumbai by an Order dated 13th February 2009 in Company Petition No. 878 & 879 of 2008.

E. In the manner aforesaid the Promoter herein became entitled to all the assets including the Schedule A Property of the abovenamed M/s. Stonewood Constructions Private Limited. The list of the Sale Deed by virtue of which the Promoter has acquired the Schedule A Property are annexed herewith as "Annexure-1".

F. The Promoter has formulated a scheme for the development of the said land in a phased manner and is developing a Complex known as the "HOUSE OF HIRANANDANI-EGATTUR, OMR" together with certain shared facilities and amenities on the said land (hereinafter referred to as "the said Complex") consisting of various residential buildings, common compound, entrances, lobbies, staircases, passage and in accordance with the said scheme of development, persons desirous of owning an apartment in said Complex shall have to join the scheme of development by executing the agreements as mandated under law.

G. The Promoter by virtue of its ownership rights, and subject to the rights already created in favour of the existing customers, is entitled to develop the said land, by constructing buildings and structures thereon consisting of apartments, tenements, units and premises of all kinds, for residential, commercial, and/or any other authorized user, together with provision of garages and parking spaces and other necessary facilities and/or shared amenities and services thereto which may be Club House, School, Commercial Units, Landscaped Garden, Sewerage Treatment Plant and/or Waste Compost Plant etc., for the purpose of selling, leasing or otherwise transferring the same to the prospective Allottees, purchasers, lessees and other transferees.

H. The Promoter has already completed the Buildings of Phase I comprising of 6 (six) towers by the name of Seawood, Pinewood, Brentwood, Greenwood, Birchwood, and Bridgewood and handed over its possession to the respective customers. The Promoter is in the process of constructing Phase II Buildings comprising of 7 (seven) towers by the name Oceanic, Edina, Bayview, Sinovia, Tiana, Amalfi, and Anchorage (comprising of Phase I and II Complex). The possession of the individual residential Units of the completed Buildings in Phase I and Phase II have been largely offered to/handed over to the Allottees in due compliance of the then prevailing law read with the provisions of the Real Estate Regulatory Act, 2016 and the applicable Tamil Nadu Real Estate (Regulation and Development) Rules, 2017 (“the Act”) where applicable. The various phases in which the said land is proposed to be developed has been explained to the Allottee and the Allottee has/have satisfied himself/herself/itself with the proposed phased development of the said land.

I. The Promoter has continued development of the Complex in a further phased manner and out of the Development Plan, for the purposes of the Act, and has identified the Building No.8 on the Development Plan by the name “EDINA” (and hereinafter “the said Building”) to be a separate stand alone Real Estate Project under the provisions of the Act. The Promoter represents that out of the said land, the Project EDINA comprising the said Building has been constructed on all that part and parcel of lands admeasuring 10018.37 sq.ft. or thereabouts, comprised in Survey No.4/2 and 8667.80 sq.ft. or thereabouts, comprised in Survey No.4/3 in Egattur Village, Thiruporur Taluk Chenglepet District, and hereinafter referred to as the Schedule A Property and more particularly described in the Schedule A hereto.

J.The above Project presently comprises of the said Building named EDINA, being 1 (one) Tower, consisting of stilt plus 31 residential floors, having 122 residential Apartments built with the Specifications a list of which is annexed hereto in Annexure II along with certain common amenities as detailed in the list annexed hereto as Annexure III and access to certain facilities, as detailed in the list annexed hereto as Annexure IV attached hereto. The Promoter states that the construction of the said Building EDINA is complete in all respects and the necessary documentation comprising an Architects' Certificate certifying the completion of construction has been appended hereto as Annexure V.

K.The Promoter has obtained requisite sanctions, authorizations, consents, no objections, permissions and approvals from the appropriate authorities for construction and development of the Project vide planning approval No. 9787/2012 from Directorate of Town and Country Planning dated 15/06/2012, along with Building Permit No. MU.U.KA NO. 59/2012-13 dated 15/10/2012, issued by the Mutthukkadu Gram Panchayat and as revised and renewed Approval by the Mamallapuram Local Planning Authority dated 28/01/2016 (hereinafter collectively referred to as the "Sanctioned Plans"). The Allottee understands that the balance area of the said land or thereabout may be modified in future to the extent as may be required /desired by the Promoter and the Promoter shall be free to carry out /develop it in any manner as it may deem fit and/or pursuant/consequent to any directions / approvals made by the DTCP.

L.It is further clarified that the Promoter has not conveyed nor intended to convey right, title or any kind of interest to the Allottee in any construction/development/land falling outside the said Apartment or outside the Schedule A Property and/or with regard to any present or future construction that may take place on land outside the Schedule A Property.

M.The Allottee has examined all the documents under which the Promoter has acquired title to the said land including the Schedule A Property and has also investigated the title of the Promoter to the said land including the Schedule A Property through its legal advisors and is satisfied that the same is clear and marketable.

N.The Allottee has scrutinized / verified the Sanctioned Plans and all other sanctions, authorizations, consents, no objections, permissions and approvals issued by the appropriate

authorities and is satisfied that the Promoter has constructed the said Building on the Schedule A Property and the statutory compliance with regards to the development of the said Building.

O.The Allottee has already scrutinized / verified all sanctions, authorizations, consents, no objections, permissions and an approval issued by the appropriate authorities and is satisfied with the title and statutory compliance with regards to the Project and also the Allottee has understood and agreed to the calculations provided in the UDS area statement. The Allottee has further visited the completed Building and taken inspection of the Apartment No. Edina - 2904 and is satisfied with all aspects of the same.

P.The Allottee has applied to the Promoter vide Booking Application dated 08-09-2020 for the construction and allotment of Apartment No. Edina - 2904 having Carpet Area of 102.93 sq mts. equivalent to 1108.00 sq. ft. along with an exclusive Balcony /Deck area admeasuring 2.79 square mts. equivalent to 30.00 sq. ft on the 29 floor (hereinafter referred to as “the said Apartment”) of the Building No.8 as per the Development Plan and known as “EDINA” (hereinafter referred to as "the said Building"), and more particularly described in the Schedule B Property given hereunder, and as shown in the Floor Plan hereto annexed and marked as Annexure V along with the right to use the Basement /Stilt/Open Car parking Nos. 2 (hereinafter referred to as “the said Car parkings”). However, it is clarified that earmarking of specific car parking space will be done at the time of giving possession of the said Apartment

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Q.The Allottee desirous of owning an Apartment in the Project has also simultaneously executed for a deed of Sale with the Promoter for the transfer of 141.16 sq .ft of Undivided Share in the Schedule A Property which is given in Schedule C hereunder and is entering into this Agreement acknowledging the rights of the Promoter as the Promoter of the said Building and Apartment as per the scheme formulated by the Promoter.

R.The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Schedule A Property on which the construction of the said Building EDINA have been completed.

S.The Allottee acknowledges that the Promoter has provided all the necessary information and clarifications as requested by the Allottee and that the Allottee is fully satisfied with the

same and the Allottee has relied on his/her/its/their own judgment and investigation in deciding to enter into this Agreement and has not relied upon and is not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature whatsoever (whether written or oral) made by the Promoter or any selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the said Complex/said Project /said Apartment. No oral or advertorial representations or statements other than what was shown during physical inspection shall be considered to be as a part of the Promoter's obligations under this Agreement.

T.The Allottee hereby further confirms to the Promoter that the Allottee is entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said land including the Schedule A Property in general and the said Complex/said Project/ said Apartment, and this Agreement in particular and that the Allottee has clearly understood his/her/its/their rights, duties, responsibilities, obligations and undertakes to abide by all the terms and conditions and stipulations contained hereunder in each and all of the clauses of this Agreement.

U.The Allottee agrees and confirms that the erstwhile brochures and marketing materials already procured by the Promoter in respect of the development contemplated on the Schedule A Property was only intended to be an artistic impression and indicative model and the Allottee shall not make any claim on account of the said Apartment being in variation to the said perspectives as shown in the erstwhile marketing material / brochures.

V.The Promoter further confirms that they have build the said Apartment in accordance with the specification or brand equivalents thereof as provided in Annexure II in this Agreement.

W. On or before the execution and registration of these presents, the Allottee/s has/have paid to the Promoter the entire sum of Rs.Rs. [8821950] (Rupees Eighty Eight Lakh Twenty One Thousand Nine Hundred Fifty Only). being the entire consideration of the price payable hereunder(the payment and receipt whereof the Promoter hereby admits and acknowledges).

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

1. ALLOTMENT:

1.1 The Promoter hereby agrees to construct, allot and deliver to the Allottee, the Apartment bearing No.2904, having Carpet Area of 102.93 sq mts. equivalent to 1108.00 sq. ft. as per the Specifications mentioned in the Annexure II hereunder along with an exclusive Balcony/Deck area admeasuring 2.79 sq mts. equivalent to 30.00 sq. ft on the 29 floor (hereinafter referred to as "the said Apartment") of the Building No.8 as per the Development Plan and known as "EDINA" (hereinafter referred to as "the said Building"), which said Apartment is more particularly described as the Schedule B Property hereunder, as shown in the Floor Plan hereto annexed and marked as Annexure "V" along with the right to use the Basement /Stilt/Open Car parking Nos. 2 (hereinafter referred to as "the said Car parking") along with corresponding Undivided Share in the land (hereinafter referred to as "UDS") admeasuring 13.11 sq. mts. equivalent to 141.16 sq. ft. within and out of the Schedule A Property more particularly described as the Schedule C Property defined hereunder, to the Allottee at the cost of the Allottee

1.2 It is further agreed that the said Apartment, the said Car Park and the UDS cannot be alienated separately by the Allottee and/or his/her/its/their successors, assigns, executors, heirs, administrators and/or legal representatives.

1.3 The Promoters obligation under this Agreement to construct, allot and deliver the Apartment to the Allottee shall be construed to be subject to the due performance by the Allottee of the terms and conditions and obligations contained in this Agreement.

2. CONSTRUCTION COSTS AND OTHER RELATED PAYMENTS:

The Construction Cost of the Apartment based on the carpet area is Rs. [8821950] (Rupees Eighty Eight Lakh Twenty One Thousand Nine Hundred Fifty Only). The Construction cost includes the following amounts, which as and by way of Consideration, the Allottee agree to pay to the Promoter:

2.1 COST OF CONSTRUCTION:

Rs. 8821950 (Rupees Eighty Eight Lakh Twenty One Thousand Nine Hundred Fifty Only) being the Cost of Construction of the said Apartment. The said amounts shall be paid as per Schedule of Payment given hereunder in Schedule D.

2.2 STATUTORY LEVIES:

i. The Promoter represents that since the construction of the said Building EDINA is already complete, no taxes are further payable by way of Goods Service Tax (GST).

ii. Provided that in case there is any change / modification in the existing taxes and/or any other new Taxes become retrospectively applicable on this Agreement after the execution of these presents, the Promoter reserves the right to raise a demand on the Allottee on such additional tax/cess even after handing over of possession of the said Apartment to the Allottee.

iii. The Allottee shall also be liable to pay interest/penalty/loss incurred to the Promoter on account of the Allottee's failure and/or delay to pay the such other levies, statutory charges etc., within 30 (thirty) days of being called upon to do so by Promoter.

iv. The Allottee hereby agrees that the Allottee shall be liable to pay any taxes, levies, statutory charges imposed by Appropriate Authorities applicable to the transfer and sale of said Apartment with retrospective effect, and if any recovery proceedings in consequence thereof are initiated.

2.3 ADHOC MAINTENANCE CHARGES:

i. Common Area Maintenance Charge: The Allottee agrees to pay a sum of Rs. Eighty Eight Lakh Twenty One Thousand Nine Hundred Fifty/- (Rupees Only) inclusive of GST for a period of 18 months ("Initial Maintenance Period") in advance besides the applicable statutory levies at present and or in future, at the time of taking delivery of the possession of the said Apartment. The advance maintenance fee charges agreed under this clause is the subsidized rate offered to the Allottee, for the maintenance of the common areas, undertaken by the Promoter and may be subject to change at a future date in case the maintenance is handed over to their nominated Facility Management Company or one of their deputed agencies. The Maintenance fee shall cover housekeeping services for the common areas,

security arrangement for the premises, diesel generator operation and maintenance, WTP operation and maintenance, common area electricity bills, garbage disposal, sump/overhead tank cleaning charges and administration/supervisory expenses.

ii. The abovementioned amount shall be paid/become payable, by the Allottee on the date when the Promoter communicates their readiness to handover possession of the Schedule B Property and Schedule C Property, irrespective of whether the possession is taken over by the Allottee.

2.4 COMMON AMENITIES MAINTENANCE CHARGES: (Post Handover of the Apartment):

i. Commencing a week after completion of the Initial Maintenance Period the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the UDS) of all the outgoings in respect of the Schedule A Property and the said Building, including repairs to the exterior and interior of the said Building (but excluding the interior of the said Apartment hereby agreed to be sold to the Allottee), the assessments, taxes, cesses, charges, levies and other amounts payable to all Government, Semi-Government, Local and Public Bodies and Authorities, water charges, insurance premia, maintenance and repairs of common lights, common passages/corridors, staircases, water pumps, and all other common areas, amenities and facilities, sanitary and water connections, salaries of clerks, bill collectors, chowkidars sweepers, STP and TOK Charges, and all other costs and expenses necessary and incidental to the management, maintenance, repairs and preservation of the Schedule A Property and the said Building EDINA. Until the Association of Apartment Owners/Society and/or Federation of Associations is formed and registered and the Schedule A Property, is transferred to it as aforesaid, the Allottee /Association of Apartment Owners shall continue to pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter from time to time, in its sole, absolute and unfettered discretion, and the decision of the Promoter in this regard shall be conclusive, final and binding on the Allottee. The Allottee further agree, undertake and covenant that till the Allottees' share is so determined, the Allottee shall pay to the Promoter a provisional contribution of Rs.3.75 per sq ft. per month payable in advance on a yearly basis towards the outgoings, plus all increases thereto as may be determined by the Promoter from time to time. The amount so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter till the formation of the said Association/Society and/or Federation of Associations and handover of the accounts to such an entity. The Allottee agree, undertake and covenant

to pay and discharge provisional contribution on yearly basis on the 5th (fifth) day of each twelve month period in advance.

ii. It is expressly clarified, agreed and understood between the parties hereto that the Allottee/s and/or said Association shall be liable to bear and pay to the Promoter the proportionate share of all the outgoings in respect of maintenance and upkeep of all the common areas and common amenities, as well as Facilities including the Internal Roads, Landscaped gardens and Club House situated within the said Complex, i.e. the HOUSE OF HIRANANDANI – EGATTUR, OMR till the completion of the development of the said Complex. Subject to the payments by the Allottee given herein above for the maintenance of the Schedule A Property, the Promoter will be responsible for the maintenance of the Schedule A Property for 5 years from completion of the said Building EDINA, renewable at the option of the Promoter. The maintenance charges shall be calculated based on actual expenses for maintenance plus 20% for supervision and overheads excluding GST, statutory levies at present and or in future, as applicable for each period of 12 months with respect to the Schedule A Property and shall be paid in advance of the commencement of the said 12 months. The aforesaid payments shall be made through the Association of the apartment owners that shall be formed and in default of payment committed by the Allottee; the Allottee shall be liable to pay the aforesaid amounts with delay interest as decided by the Promoter and/or as mandated under the Act.

2.5 STAMP DUTY & REGISTRATION EXPENSES:

All costs, charges, expenses, Stamp Duty, Registration charges, GST, works contract taxes, sales taxes and all other kinds of taxes (as may be payable to any concerned authorities whether existing and /or as may be imposed at any time hereafter) and relating to the transaction herein contemplated between the Promoter and the Allottee in respect of the said Apartment including for registration of UDS in favour of the Allottee in respect of the sale of the Schedule C property shall be borne by the Allottee alone and the Promoter is neither liable nor responsible for the same in any manner whatsoever.

2.6 TOWNSHIP CORPUS FUND:

i. The Allottee shall hand over Rs.72250/- (Rupees Seventy Two Thousand Two Hundred Fifty Only) of the Schedule B Property to the Promoter as Corpus Fund for the said Building EDINA at the time of handing over possession of the said Apartment to the Allottee. The Corpus Fund shall be utilized by the Promoter towards major expenditure in

maintenance of the said Building EDINA and other infrastructural facilities and amenities in the said Complex. The Promoter shall transfer the residual amounts after deducting any expense incurred, without any interest, to the Association of Apartment Owners as and when formed. The Association when formed may decide to enhance the corpus and such increased corpus amount will be paid by the Allottee. The Allottee understands the importance of the deposit amount as the same is required towards a corpus meant for contingencies including but not limited to major or capital expenditure.

ii. It is hereby expressly clarified, agreed and understood that in the event of there being any increase in the amounts mentioned hereinabove and/or any other amounts/deposits which are not referred to therein become payable, for any reason including for the efflux of time, then the Allottee shall be liable to bear and pay the same within 30 (thirty) days from receipt of the Promoter's written intimation in this regard.

iii. The Promoter shall utilise the aforesaid amounts/deposits only for the purposes for which the same are collected. The amounts paid to and deposited with the Promoter by the Allottee under this clause shall not carry any interest, and shall remain with the Promoter until the Association of Owners is formed. Thereafter, the residual balance out of the aforesaid deposits (i.e. less deductions by way of expenditures already incurred as provided for in this Agreement) shall be paid over by the Promoter to the said Association. The Promoter shall not be required to render the account of such deposits except as mandated by the Act, and then only to the said Association and not at any time, individually to the Allottee. It is expressly clarified, agreed and understood between the Parties hereto that the Promoter shall be entitled to retain 30% from the Deposit collected hereinabove as a security for the payment of the proportionate share of all the outgoings in respect of maintenance and upkeep Of all the common areas and facilities including the Internal Roads and Club House till the completion of the development of the said Complex.

The residual balance of the aforesaid 30% of the deposit which is retained by the Promoter shall be handed over to the said Apex Association or Federation of Associations only on the completion of the development of the said Complex.

iv. The Allottee shall pay to the Promoter as Township Corpus Fund to meet part of the future maintenance of Internal Layout Road Recreation Areas, Street Lighting etc., and for the purpose of maintenance and upkeep of recreation areas and other facilities which the

Promoter may provide in the said Complex. It is clarified that the said Township Corpus Fund is not by way of consideration for acquiring the Apartment by the Allottee and/or for any purported or alleged right or interest created on the Internal Layout Roads, Recreation Areas, Street Lighting etc., and/or for the recreation areas and/or other facilities, but for the purpose of payment for future maintenance in respect of the aforesaid area. It is further agreed that the Promoter alone will have full, right, absolute authority and good power to invest the said Township Corpus Fund in the manner deemed fit by the Promoter and the Allottee shall have no right/claim on the said Township Corpus Fund and the Allottee shall not claim either refund thereof or hold the Promoter liable in that behalf in any manner whatsoever. It is agreed that the Promoter shall at their own option be entitled to utilize the said Township Corpus Fund for the purpose of the aforesaid arrangement in respect of the maintenance of internal layout roads, recreation areas and repairs thereof including street lighting etc.

However, the Promoter shall not be liable for any act/s, commission/s and/or omission/s and/or failure in future to maintenance and/or repairs of internal layout roads, recreation areas, street lighting, other facilities and/or other areas by reason of the fact that the aforesaid Township Corpus Fund is paid by the Allottee to the Promoter. The Promoter shall be entitled to transfer the balance Township Corpus Fund to such body or Association of apartment owners or Society as the Promoter may nominate and whereupon the Promoter shall be absolved from their liability in respect of the balance of the said Township Corpus amount.

The Allottee declare and confirm that the payment of the said sum as stated hereinabove is over and above the purchase price and also various deposits and charges agreed to be paid by the Allottee and the said amounts shall not be set off or adjusted against any other amount or amounts in any manner whatsoever. It is however agreed that this amount is on ad hoc basis and the Allottee shall be responsible to make good all short falls, as and when demanded by the Promoter.

4. MODE OF PAYMENT:

a. The Allottee has paid a sum of Rs.4,00,000/- (Rupees Four Lakh Only) to the Promoter, as booking amount at the time of allotment of the Apartment;

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

c. The Allottee agrees and undertakes that TIME SHALL BE AN ESSENCE with regard to the above mentioned obligation on the part of the Allottee to make payment as per the Schedule of Payment, as detailed in the Schedule D hereunder.

d. The Allottee hereby undertake/s and assure/s that based on the stage intimation letters issued / to be issued by the Promoter to the Allottee, the above payments shall be made by the Allottee within the due date and without any further demand, as time for payment of the above said sums being the essence of the contract; All payments shall be made by Cheques or Demand Drafts or through RTGS. The date of credit of the amount into the account of the Promoter will be considered as the date of payment made by the Allottee and the delayed payment charges will become payable from the due date. Dishonour of cheques shall entitle the Promoter to terminate the Booking and this Agreement. Any banking charges for outstation cheques, dishonor of cheques, collection charges etc. shall be debited to the Allottee's account and the net amount shall be credited to the Allottee's account.

e. The Allottee shall not delay, withhold or postpone the payments due as mentioned in Schedule D, on whatever reason and in that event, the Allottee shall be responsible for any consequential sufferance or damages.

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

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

g. The Allottee understands and accepts that the time for payment of installments of Consideration and other charges, deposits and taxes, mentioned herein above under Clause 2 is the essence of this Agreement and on failure of the Allottee to pay the relevant installments and/or other charges on their respective due dates, it shall be deemed that the Allottee has committed a breach of this Agreement and the Promoter shall be entitled to take actions as provided under law which inter alia include the Promoter's right to terminate this Agreement.

h. It is expressly agreed by and between the Promoter and the Allottee that the Allottee shall not be entitled to the possession of the Apartment until all payments due to the Promoter under this Agreement and all payments due to the Promoter under the Agreement for Sale have been duly paid by the Allottee.

5. HANDING OVER OF POSSESSION:

(a). The Promoter assures to hand over possession of the Apartment as committed, unless there is delay or failure due to "Force Majeure Conditions". Force Majeure Conditions are defined hereunder:

"FORCE MAJEURE" 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 Promoter's ability to perform obligations under this Agreement, which shall include:

1. acts of God. i.e. fire, drought, flood, earthquake, epidemics, pandemics such as COVID 19, natural disasters;
2. acts of terrorism impacting peace of the region;
3. circumstances or conditions, or other causes beyond the control or unforeseen by the Promoter or war and hostilities of war, riots, bandh or civil commotion;
4. 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; or
5. Any event or circumstances analogous to the foregoing. If however, the hand over of possession of the said Apartment is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for the
6. delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented.

b.The Promoter, shall, subject to the payment of full consideration as mentioned herein, and subject to the execution and registration of this Agreement and of a Sale Deed with respect to the UDS component, call upon the Allottee at the last known address of the Allottee by letter and the Allottee shall take possession of the Apartment within 15 days of receipt of such intimation. The Promoter shall not be liable in any manner whatsoever, for failure of the Allottee to take over possession of the Apartment.

c.Upon receiving a written intimation from the Promoter as per clause 5 (b hereinabove, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 5(b), such Allottee shall continue to be liable to pay maintenance charges as applicable.

d. The Promoter shall hand over possession of the Apartment to the Allottee as committed subject to receipt of the entire consideration including the other payments as per Schedule D.

It is made abundantly clear that the obligation of the Promoter to handover the Apartment to the Allottee does not arise until the Promoter receives the entire payment/s as mentioned in Schedule D.

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

6.BREACH OF TERMS AND ITS REMEDY:

6.1 ALLOTTEE'S COVENANT:

6.1.1 In the event of the Allottee failing to pay the aforesaid sums, in the manner provided in Schedule D or cancel/withdraw from the Project except for the default of the Promoter, then the Promoter at their discretion after due notice of 21 days to the Allottee is entitled to cancel this Agreement and re-allot the Apartment, to the another party and the Allottee shall thereafter have no right, interest or claim over the Apartment. Consequent to such termination, subject to deduction of the booking amount, the Promoter shall refund the monies collected from the Allottee within 90 days of such cancellation without interest, simultaneous to the Allottee executing necessary cancellation and registration of the Agreement and/or sale deed by the Allottee. Alternatively, the Promoter shall be entitled for interest as prescribed under the Real Estate (Regulation and Development) Act, 2016 and Rules for such delayed payment by the Allottee.

6.1.2 The Allottee shall not let, sub-let, transfer, assign or part with the said Apartment and/or the Allottee's right, interest or benefit under this Agreement, or part with the possession of the said Apartment, until all the amounts, dues and charges payable by the Allottee to the Promoter under this Agreement are fully paid, and only if the Allottee has/have not been guilty of any breach or violation of, or non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations or provisions of this Agreement, and until the Allottee has/have intimated the same in writing to the Promoter and obtained the Promoter's prior written consent and permission to the same.

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

6.1.4 It is specifically agreed by the Allottee that the Allottee shall bear all statutory charges from the date of intimating the readiness of the said Apartment for handover by the Promoter in accordance with the following:

(a). the minimum electricity and water demand charges ;

(b). property taxes in respect of the Schedule B Apartment and other outgoings and expenses incurred by the Promoter for maintenance of the Schedule B Apartment;

(c). Allottee's share of common maintenance expenses i.e., proportionate share of insurance premium, wages for the persons appointed by the Promoter to manage and look after the common areas and facilities in the said Complex i.e. the HOUSE OF HIRANANDANI, EGATTUR, OMR' such as property manager, security guards, gardeners, plumbers, electricians, generator operators, sweepers etc., expenses incurred by the Promoter or the agency appointed for maintaining all the common areas and facilities such as electricity charges, water charges, housekeeping consumables etc.

7.FURTHER COVENANTS OF THE ALLOTTEE:

a. The Allottee/s with the intention to bind all persons into whosoever's hands the said Apartment may come, doth/do hereby agree/s, undertake/s and covenant/s with the Promoter as follows:-

a.To maintain the said Apartment at the Allottees' own costs and expenses in good and tenantable repair and condition from the date possession when the said Apartment is taken, and shall not do or suffer or permit to be done anything in or to the said Building EDINA in which the said Apartment is situated, or to the staircases, landings, lobbies, passages, or other common areas, amenities and facilities therein or pertaining thereto, which may be against the rules, regulations or bye-laws of the said Association/ or the concerned government, local or public bodies or authorities, or change/alter or make any addition in or to the said Apartment or to any part of the said Building in which the said Apartment is situated; and

b.Not to store in the said Apartment any goods, objects or materials which are of hazardous, combustible or dangerous nature, or are so heavy as to damage the construction or structure of the said Building EDINA in which the said Apartment is situated, or the storing of which

goods, objects or materials is objected to or prohibited by the said Association or the concerned government, local or public bodies or authorities, and shall not carry or cause or permit to be carried heavy packages to upper floors which may damage the entrances, staircases, common passages or any other structure or part of the said Building EDINA in which the said Apartment is situated, and in case any damage is caused to the said Building EDINA or any part thereof or to the said Apartment on account of any negligence or default of the Allottee or his/her/their/its domestic help, agents, contractors, workmen, employees, visitors or guests, the Allottee alone shall be liable and responsible for all the consequences of the same, and the Allottee 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 said Apartment and maintain the same in the same condition, state and order in which the same was delivered by the Promoter to the Allottee, and the Allottee shall not do or suffer or permit to be done anything in or to the said Apartment or in or to the said Building EDINA, which may be against the rules, regulations and bye-laws of the said Association or the concerned government, local or public bodies or authorities, and in the event of the Allottee doing or committing any act, deed or thing in contravention of the above provisions, the Allottee shall be responsible and liable for the consequences thereof to the said Association and/or the concerned government, local or public bodies or authorities; and

d. Not to demolish or cause or permit to be demolished the said Apartment 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 said Apartment or any part thereof, nor any alteration in the elevation or outside colour scheme of the said Building EDINA in which the said Apartment is situated, and the Allottee shall keep the portion, sewers, drains and pipes in the said Apartment and appurtenances thereto in good and tenantable repair, order and condition, and in particular, so as to support, shelter and protect the other parts of the said Building EDINA in which the said Apartment is situated, and shall not chisel or in any other manner cause any damage to the columns, beams, walls, slabs or RCC parts or other structural members in the said Apartment, without the prior written permission of the Promoter and the said Association, and wherever necessary, without the prior written permission of the concerned government, local and public bodies and authorities; and

e. Not to put his/her/its board/s, signage/s, in places other than the place earmarked to him/her/it by the Promoter. The board/s, signage/s put up in any place other than the allotted areas shall be removed from such unauthorized places.

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 Schedule A Property and/or the new buildings or any part thereof, or whereby or by reason whereof any increased premium shall become payable in respect of the insurance, and the Allottee shall reimburse the additional premium which may be charged or become payable or which may be claimed by the insurance Promoter; and

g. Not to throw dirt, rubbish, rags, garbage or other refuse, or permit the same to be thrown from the said Apartment in the compound or any portion of the Schedule A Property and the said Building EDINA in which the said Apartment is situated; and

h. To pay to the Promoter within 30 (thirty) days of demand by the Promoter, his/her/their/its share of the security deposit/s demanded by the concerned government, local or public bodies or authorities, for giving water, drainage, electricity, telephone or any other service/utility connection to the said Building EDINA in which the said Apartment is situated; and

i. To bear and pay all increases in the rents, rates, taxes, cess, assessments, water charges, insurance premia and other levies, if any, which are imposed by the concerned government, local or public bodies or authorities on the Schedule A Property and/or the said Building EDINA and structures thereon; and

j. Not to let, sub-let, transfer, assign or part with the said Apartment and/or the Allottee's right, interest or benefit under this Agreement, or part with the possession of the said Apartment, until all the amounts, dues and charges payable by the Allottee to the Promoter under this Agreement are fully paid, and only if the Allottee has/have not been guilty of any breach or violation of, or non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations or provisions of this Agreement, and until the Allottee has/have intimated the same in writing to the Promoter and obtained the Promoter's prior written consent and permission to the same; and

k. To observe, perform and comply with all the rules, regulations and bye-laws which the said Association may adopt or frame at its inception and the additions, alterations or amendments thereto that may be made from time to time, including those for protection and maintenance of the said Building EDINA and structures in the said Complex and the Apartments and other premises therein, and for the observance,

performance and compliance of the Building Rules, Regulations and Bye-laws for the time being of the concerned government, local and public bodies and authorities. The Allottee shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the said Association regarding the occupation and use of the said Apartment and, and regarding the use of all common areas, amenities and facilities in the said complex, and the Allottee shall pay and contribute regularly and punctually towards all the rents, rates, taxes, cess, assessments, levies, expenses and all other outgoings in accordance with the terms and conditions of this Agreement; and

l. Till the deed of conveyance/transfer of the Schedule A Property is executed in favour of the said Association, the Allottee shall permit the Promoter and its architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, at all reasonable times, to enter into and upon the said Apartment or any part thereof, to view and examine the state and condition thereof and shall not obstruct or hinder them in carrying out their duties; and

m. To give and render all assistance and facilities to the Promoter as may be required by the Promoter from time to time, including to sign and execute all necessary writings/documents, so as to enable the Promoter to carry out and complete the development of the Schedule A Property in the manner that may be desired and deemed fit by the Promoter in its sole and unfettered discretion.

n. No request for modification or change to the exterior facades of the said Building EDINA as well as the interior of the said Apartment of any nature whatsoever shall be allowed by the Promoter.

o. Not to alter, at any time in future, the Building/Block Number, Apartment Number and/or Car Park numbering, as demarcated and allotted by the Promoter either individually or jointly along with the other allottees of the apartments within the Schedule A Property.

p. The Allottee further agrees that the Car Parking space shall be part and parcel of the Schedule B Property and cannot be alienated / transacted separately.

q. The Allottee accepts the design and demarcation of the Car Parking allotted and shall not make any further claim or demand in this regard on the Promoter. Provided that the size of the car park shall not be uniform for all the owners of the apartments and shall vary depending on the structural design and column position.

r. The Allottee shall also become liable to pay proportionate share of municipal taxes and cesses, electrical, domestic and non-domestic water tax, and all other charges for the common areas of the said Complex i.e. the HOUSE OF HIRANANDANI-EGATTUR, OMR and the common area of the said Building upon which the Schedule A Property is located, from the date of intimation by the Promoter that the said Apartment is ready for possession by the Allottee.

s. That in the event of there being any redevelopment the Schedule A Property for any reason, whatsoever the Allottee herein would be entitled to such undivided share in the Schedule A Property as mentioned in this Agreement and corresponding size of the Schedule B Apartment mentioned in this Agreement as applicable at the time of such redevelopment and further that such apartment shall be in the same block constructed in the location as the present Schedule B Property.

t. That the Allottee covenants that the Allottee shall comply with all the rules and regulation pertaining to electrical installations, lifts, generators, fire safety equipments and services, pollution control and general safety equipments and services of the said Building EDINA.

u. That the Allottee with the other owners of the apartments through the Association of owners shall at all times keep the annual maintenance contracts with regards to all safety equipments such as lift, generator, heating and cooling systems, equipments provided for fire safety, pollution control, equipments relating to safety at terrace, walls, claddings, swimming pools and other places, pumps, motors and other equipments valid and shall pay the amounts of annual maintenance contract as and when demanded by the concerned agencies. The Allottee is/are fully aware that nonpayment towards the annual maintenance contracts will adversely affect all the equipments installed by the Promoter in the said Building EDINA

and nonpayment of common maintenance deposit charges shall attract disciplinary action including injunctive and pecuniary relief.

v. That if any development and/or betterment charges or other levies are charged, levied or sought to be recovered by the DTCP or any other public authority in respect of the Schedule A Property, the same shall be borne and paid by the Allottee in proportion to his/her/their/its Carpet Area of Apartment/UDS in the Schedule A Property.

w. The Allottee undertakes that the Allottee/Association shall not create any encumbrance on the Schedule A Property until the completion of the last project in the said land. Inter alia, the Allottee undertakes that in the event that the Competent Authority should require any No-Objection Certificate and/or any Nil Encumbrance Certificate from the Allottee or the Association, for approval of the Plans in the balance lands within the said land, then the same shall be provided without any demur.

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

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

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

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

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

e. The Allottee along with the other Allottees of the Project shall ensure that the owners welfare association is formed as per the provisions of the Tamil Nadu Apartment Ownership Act, 1994 ("Owners Association"). The Promoter shall render its co-operation and facilitate in formation of the Owners Association.

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

g. Subsequent to the taking over of maintenance by the Owners Association, the Allottee shall continue to pay to the Promoter all pro-rated costs, charges, expenses, relating to Government approvals, management, maintenance and upkeep of common areas and common facilities / amenities including but not limited to Sewerage Treatment Plant and TOK, Water Treatment Plant, Lifts, Motors, pumps, within the Project on pro-rata basis or in another manner as deem fit by the Association. The Promoter shall not be liable for any shortcomings or deficiency thereof, in any manner whatsoever.

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

9. SANCTIONS AND APPROVALS:

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

9.2 The Promoter hereby represents that the Project has been constructed as per the approved building plan as amended by the Authorities from time to time.

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

9.4 The Promoter hereby confirms that the said Building EDINA has been constructed as per approval and declared as completed tower. The promoter has obtained completion certificate for the above said EDINA TOWER from architect/ local body as annexed hereto as Annexure V.

9.5 The Allottee acknowledges that the Promoter has provided all the necessary documents and information as requested by the Allottee in respect of completion of construction of the said Building EDINA and that the Allottee has visited the said Building and said Apartment for physical inspection and is/are fully satisfied with the same..

10. OPEN SPACE RESERVATION AREA (OSR)

11.1. The Allottee undertakes not to put up any structure either permanent or temporary on portion declared as OSR out of the said property, which has been specifically earmarked and gifted as OSR land to the Authorities at the time of the Promoter obtaining the plan sanction for the development of the said land.

11.DEFECTS LIABILITY:

The Promoter shall rectify any structural defects with respect to the Apartment (normal wear and tear is exempted), which shall not be as the result of any commission or omission of the Allottee, any damages caused due to the acts of god or natural calamities or fire accidents, any willful or accidental damages caused, any damages caused due to tampering by the Allottee, any product that has been installed by the Promoter brought to the notice of the Promoter within 5 years from the date of completion of the said Building and thereafter no claim shall be entertained against the Promoter in respect of any alleged defective work in the Apartment and/or Project under any circumstances. The above liability of the Promoter

shall be restricted only to rectify / repair the above defects and any consequential damages will not be covered under this Agreement. Structural defects shall not include plastering hairline crack. Third party warranty on products shall be governed by the terms and conditions provided by the manufacturer of the respective products.

The Alottee/s agrees and accepts that in the event that the Allottee/s undertakes any form of heavy civil works for interiors, which may be deemed to have tampered with or interfered with the structural aspects including tiling of the said Apartment, electrical wiring, water pipelines, sewage outlets or duct areas of the said Apartment, then the Alottee/s shall have waived his/her its rights to invoke defect liability as given hereinabove, and the Promoter (other than any corrective actions taken by the Promoter in good faith) shall be released from its obligations in this regard.

12 LOANS AND FINANCIAL ASSISTANCES:

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

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

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

d. Notwithstanding whether the loan is obtained or not, the Allottee shall still be liable to pay to the Promoter on the due dates the relevant installments and all other sums due under this Agreement and in the event, if there is any delay and or default is made in payment of such amount/s, the Allottee shall be liable for the consequences including payment of delayed payment charges on the outstanding payment as provided in this agreement.

13. RIGHTS AND DUTIES OF THE ALLOTTEE:

13.1 ALLOTTEE'S DUTIES:

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

b. It is abundantly made clear that all the service lines, ducts, Water courses and other facilities passing through the said land shall be treated as common to all the owners, which shall be maintained by the Association. The owners of the apartments shall not object to the common services passing through their respective apartments and allow the service persons to do the maintenance services in the areas through which the services are passing through;

c. The Allottee shall adhere to the maintenance and usage guidelines provided by the Association to maintain harmonious community living and ensure that rights and enjoyment of other apartment owners are not affected;

d. The Allottee covenants not to make any alteration in the structure of the Apartment, which may affect directly or indirectly, the structural safety & stability and the aesthetic elevation of the said Building EDINA;

e. The Allottee or their tenants (Occupants) and/or Association shall not, at any time, encroach and carry on in the common areas or within the Schedule A Property, any commercial trade or business or use it for storage of anything which is offensive in nature, hazardous or inflammable or is likely to be a nuisance or danger or diminish the value or the

utility of the other portions of the said Building in occupation of the owners of other apartments or their successors in title and further shall not do or commit any activity which is unlawful and anti-social;

f. The Allottee shall either in his/her/its/their individual capacity or as a member of the Association of apartment owners, after its formation, come to an understanding with the other owners of the said Building EDINA/Project and shall operate and maintain all the essential amenities like STP, Generator, sets, fire fighting equipments, elevators, Rain water harvesting etc in good running condition either individually or through the Association whenever required. It is the responsibility of the Allottee and or the Association to ensure proper assistance to take relevant approvals from government bodies /government officials concerned during periodical inspection.

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

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

i. The Allottee shall not encroach upon the common areas within the said Building EDINA or within the Schedule A Property;

j. The Allottee shall not decorate the exterior of the said Building EDINA /the Project otherwise than in a manner agreed to by the majority of the apartment owners with the prior permission of the Association;

k. The Allottee shall not put up any temporary or permanent structure anywhere in the Project nor change the elevation of the said Building EDINA;

l. The Allottee shall not make any alterations in the structural feature of the said Building EDINA like R.C.C. Flooring, Roofing, columns and external walls during \ after completion, including the parking space allotted;

m. The Allottee shall use the Apartment only for residential purposes and shall not use for any other purposes and/or for business prohibited by law and agrees not to let, sub-let, transfer, assign or part with the said Apartment and/or the right, interest or benefit under this Agreement, or part with the possession of the said Apartment, until all the amounts, dues and charges payable by the Allottee to the Promoter under this Agreement are fully paid, and only if the Allottee has/have not been responsible for any breach or violation of, or non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations or provisions of this Agreement, and after obtaining the Promoter's prior written consent and permission to the same; and

n. The Allottee shall not cause any nuisance to the other occupants of proposed apartments in the said Building EDINA/the Project;

o. The Allottee shall have no right to hinder the progress of construction of the said Building EDINA or any residential apartment buildings in the said Complex or any part thereof under any circumstances whatsoever, and at whatever stage of construction;

p. The Allottee shall give all necessary support, assistance to the other apartment owners/Association. The supporting common walls and roofs and all common areas of the said Building EDINA/ the Project shall be maintained and repaired in common by all the owners of the apartments in the Project;

q. The Allottee shall park their cars / vehicles only at the specific car parking space allotted to the Allottee and not at any other place around the said Building EDINA and shall use the Car Parking space only for parking their vehicles and shall not use the parking space for other purposes including storage of materials;

14. RIGHTS AND DUTIES OF THE PROMOTER:

a. The Promoter has constructed the said Building with good workmanship using standard materials, tools, machineries and other equipment for the purpose of construction, or by appointing contractors / sub – contractors, engineers and supervisors at their choice and to

take steps to complete the Schedule B Property within the time stipulated for completion of the same;

b.The Promoter shall be responsible and liable to pay the land tax in respect of the said land up to the date of execution and registration of Sale Deed in respect of Schedule C Property or delivery of possession of the Schedule B Property to the Allottee, whichever is earlier. From the date of intimating the readiness to hand over possession, the Allottee is solely responsible and liable for property tax and other relevant taxes / charges and duties to the respective authorities with respect to the Schedule B Property and Schedule C Property;

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

15. SPECIFICATIONS, AMENITIES AND FACILITIES:

15.1 SPECIFICATIONS:

15.1.1 The Promoter further confirms that they shall build the Schedule B Property being the said Apartment only in accordance with the specifications provided in Annexure-II annexed to this Agreement. In the event of non-availability of certain brand or material due to market conditions or closure of the brand/company, the Promoter shall be permitted to use an equivalent brand.

15.1.2 It is further agreed and accepted between the Parties herein that no additions or alterations or change either in the Amenities or in the Specifications shall be entertained by the Promoter with regard to the Schedule B Property being the said Apartment other than what has been agreed to and contracted hereunder. In the event of non availability of certain brand or material due to adverse market conditions or closure of the brand/company, the Promoter shall be permitted to use an equivalent brand.

15.2 AMENITIES & FACILITIES

The common facilities and amenities of the said Building will be the common amenities of the said Building and common amenities in the Development which are in form of common pathways, open areas shall be common to the said Complex and all the phases thereof, as more specifically given hereunder in Annexure III and Annexure IV.

16. COMMERCIAL AND RESIDENTIAL BLOCKS TO HAVE SEPARATE SERVICES AND AMENITIES:

The Allottee is hereby informed that the Promoter has provided independent sets of WTP/STP, generator, motors, lighting for common areas, housekeeping, security, borewell, for the use of the commercial and residential block. In other words, the Allottees of the residential block will not have to share any expenditure in the maintenance of the commercial block and vice versa.

17. LOCATION OF COMMON SERVICE AND AMENITIES:

The Promoter shall have the exclusive right to determine the underground sump, septic tanks, generator, Water treatment plant, Transformer, Pillar boxes, Sewerage treatment plant, lights, borewell etc. to be located, either the residential block or the commercial block.

18. NAME OF THE PROJECT:

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

19. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

20. USAGE and LIMITED USAGE RIGHTS:

20.1 The Promoter agree/s that the earmarked car parking spaces in the basements being part of the common area being treated as the limited common area which the Promoter will allot for the exclusive use of the Allottee. The Allottee agree that they shall at no time before

or after the completion of the Project and or the formation of any Association of owners, claim any rights thereto or deprive the Allottee of the said car parking spaces; The Car parking areas provided in the Schedule A Property are for the benefit of all the allottee of the apartments in the said Building EDINA, and such other building as may be required to be shared. The Car parks are allotted to each of the allottees of the apartments for facilitating the smooth functioning and use of Car parking areas. In the absence of such allotment, the use of the Car Parking areas would result in disharmony and regular disputes amongst the allottees of the other apartments. In view of the same the Allottee has agreed to enjoy the Car parking areas specifically earmarked for him/her/them. The Allottee has irrevocably authorised the Promoter to earmark Car parks to each of the allottee of the apartments in the mutual interest of one and all in order to maintain peace, cordiality and harmony among the allottee of the said Building EDINA and to avoid day to day parking problems. The Allottee declare that he/she/they is/are bound by such earmarking of parking spaces and will not dispute the authority of Promoter in doing so and further desist from making any issue or claims in respect thereto and in the event of the Promoter being exposed for any monetary claim pursuant to such earmarking of parking spaces, the Allottee agrees and binds himself/herself/themselves to indemnify and keep the Promoter indemnified from such claims and demands at all times. In view of the specific declaration by the Allottee as aforesaid, the Promoter are allotting exclusive car parking areas at the Basement Levels and Ground Level and also Surface Parking if any on the spaces left open after construction of the Apartment building to the Allottee who specifically apply for the same and the Allottee shall not object to such allotment. The parking space earmarked to Allottee is/are for exclusive use and enjoyment by Allottee and the Allottee shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space. The parking area earmarked for the Allottee by the Promoter is binding on the Allottee and agree to use the same without any objection. The Promoter shall, upon completion of the said Building EDINA and forming of the owners Association, hand over the parking areas demarcated to the said Owners Association formed and thereafter, in the event that the allottee/s is/are prevented from using/enjoying the car parking area earmarked, the Promoter shall not be liable or responsible for the same and it shall not result in any claims against the Promoter. The Allottee has/have agreed not to hold the Promoter liable or responsible for any disturbance in enjoyment of Car Parking area. The Allottee has/have agreed for earmarking the car parking subject to what is stated above and hence the Promoter have earmarked accordingly.

20.2 Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans.

20.3 The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of owners formed by the allottees for rendering maintenance services.

21. COMPLIANCE OF LAWS, NOTIFICATIONS ETC BY THE ALLOTTEE

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

22.ADDITIONAL CONSTRUCTIONS

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

23. APARTMENT OWNERSHIP ACT

The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the Tamil Nadu Apartment Ownership Act, 1994 and Allottee shall comply with the compliances as required under the Apartment Ownership Act.

24. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings,

any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

25. RIGHT TO AMEND

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

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

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

27. WAIVER NOT A LIMITATION TO ENFORCABILITY

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

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

28. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

29. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

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

30. FURTHER ASSURANCES

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

31. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the competent Sub-Registrar of Assurances. Hence this Agreement shall be deemed to have been executed at Chennai.

32. NOTICES

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

1. C. ANCHANA DEVI (Name of Allottee)

L1 3RD AVENUE, INDIRA NAGAR, ADYAR,
CHENNAI, Tamil Nadu, 600020 (Allottee Address)

M/s HIRANANDANI REALTORS PRIVATE LIMITED

Address: No. 514, Dalamal Towers, Nariman Point, Mumbai- 400 021,
Site Office At Village Egattur, Thiruporur Taluk, Chengalpet District

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

33. JOINT ALLOTTEES

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

34. GOVERNING LAW

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

35. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

SCHEDULE A

(Description of the Land on which the said Building EDINA is constructed)

All that piece and parcel of vacant land comprised in the following Survey Numbers

Sl. No.	Survey Number	Extent (In Sft.)
1	4/2	10018.37
2	4/3	8667.8
	TOTAL	18687.17

In No.34, Egattur Village, Chengalpet District and the said land bounded as under:

North by:	Land comprised in Survey No. 4/2 belonging to Hiranandani Realtors Pvt. Ltd.
South by:	Balance land comprised in Survey Nos. 4/3 belonging to Hiranandani Realtors Pvt. Ltd.
East by:	Land comprised in Survey No. 4/2 & 4/3 belonging to Hiranandani Realtors Pvt. Ltd.
West by:	Land comprised in Survey Nos. 4/2 & 4/3 belonging to Hiranandani Realtors Pvt. Ltd.

Situate within the Registration District of Chengalpet and Sub-Registration District of Thiruporur.

This project has been approved by Muttukkadu Panchayat, Mamallapuram Local Planning Authority and Directorate of Town and Country Planning by their approval Nos.59/2012- 13 dated 15-10-2012, N.A.No.389/2012/MLPA dated 11-10-2012 and N.A.No.9787/2012/CP dated 15-06-2012.

SCHEDULE B PROPERTY

(Description of Apartment)

Apartment Bearing No.Edina - 2904, having carpet area of 1108.00 sq ft, along with 30.00 sq ft of appurtenant deck/balcony in the 29 Floor in Tower No.8, in the residential apartment Building known as "EDINA" within the House of Hiranandani, OMR Project.

SCHEDULE C PROPERTY

(Description of Undivided Share of land ("UDS") to be conveyed to the Allottee)

13.11 sq. mts. equivalent to 141.16 square feet undivided share of land in the SCHEDULE "A" PROPERTY.

SCHEDULE D
(Schedule of Payment)

Schedule of payments to be paid by the Allottee to the Promoter for construction and delivery of the Schedule Property

Payment Terms

1	Booking Advance Rs.1,00,000/-
2	10% (less booking amount) within 30 days from the date of Booking
3	10% within 60 days from the date of booking
4	80% within 90 days from the date of booking

**N WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS
AND SIGNED THEIR NAMES ON THIS CONSTRUCTION AGREEMENT ON THE
DAY, MONTH AND YEAR ABOVE WRITTEN IN THE PRESENCE OF THE
FOLLOWING-**

Promoter

Allottee

WITNESS:

1. KRISHNAN.M , S/O. Mr.A.V MURALI
51/8, KASTHURIBAI NAGAR, 3RD MAIN ROAD, ADYAR,CHENNAI-600020

2. SACHIN KUMAR.R, S/O.Mr.ROOPCHANDRA
41B, KAVERI SALAI, GANDHI NAGAR, KODUNGAIYUR, CHENNAI- 600118

Drafted by:U. M. Sankaravel Murugan,
Advocate, Enrl. No. MS 742/1999
152, Thambu Chetty Street,
Chennai – 600101
Ph : 9840187648

ANNEXURE I

Survey No 4/2 purchased vide Sale Deed dated 13.06.2006 bearing No 5221 of 2006.

Survey No 4/3 purchased vide Sale Deed dated 13.06.2006 bearing No 5221 of 2006.

ANNEXURE II

List of Specifications

STRUCTURE

RCC Framed structure with 225 mm width Columns and Beams.

FLOORING

Marble, Laminated wooded flooring and Vitrified tiles flooring for the entire apartment.

ENTRANCE HALL

Marble/Granite flooring and dado.

LIFT LOBBY

Vitrified tile flooring and skirting with Marble/Granite lift Jhambs and Acrylic paint on walls and ceiling.

ELEVATORS

High speed automatic elevators.

STAIRCASE

Kota for flooring with skirting and Acrylic distemper paints for walls.

DOORS

Flush Doors with high quality Ironmongery and fittings.

Main Door with Veneer and Melamine polished. Other doors with Enamel paint.

WINDOWS

Aluminium sliding window with powder coating.

KITCHEN

Granite kitchen platform with marble verticals and base units, S.S. Sink, Hob and tiles above counter Water purifier in Kitchen.

TOILETS

- High quality Tiles for the flooring and dado.
- Marble / Granite sill or counters.
- Toilet fittings with provision for hot/cold water.
- Floor mounted EWC.
- Heater and exhaust fan.
- Corrosion resistant concealed plumbing.

WATER SUPPLY

Underground / Overhead storage tanks of suitable capacity with pumps.

ELECTRICAL

- Ample points with modular switches and concealed conduits for power, lighting and fans.
- Split A/C point in living / dining and bed rooms.
- Good quality copper wiring.
- ELCB & circuit breakers of suitable capacity.

GENERATOR

Backup for common areas, lighting, lifts upto 1000 W in each apartment.

FIRE FIGHTING

U.G. and O.H. tanks for fire fighting with pumps and wet riser.

TELEPHONE

Telephone points in living/dining and bedrooms.

Intercom facility or DID facility from all apartments to security guards at the main entrance.

TELEVISION

Internal wiring for Cable or DTH TV.

WATER PROOFING & TERMITE CONTROL

Terrace and Toilet water proofing.

Termite control provided in foundation.

CAR PARK

Covered car park at Basement and stilt level.

Note: *The above list is a best estimate indicative list, and the Promoter shall be entitled to revise the same due to constraints such as unforeseen rise in price including due to GST, duties affecting the same, or due to non availability of a particular brand, colour or finish of any item of the above specifications.

**The Promoter shall be entitled to replace a particular item with the variant that is in the Promoter's opinion the nearest equivalent in terms of quality and/or finish.

ANNEXURE III

Common Areas and Amenities

1. Staircases
2. Lifts
3. Lobbies
4. Passages
5. Access

ANNEXURE IV

Access to Facilities

CLUB HOUSE:

1. The Promoter shall provide access to a Club House having facilities such as Swimming Pool, Gymnasium, Squash, Badminton Court, Aerobics center, Spa & Salon, Table Tennis, Tennis Court, Cafe, Locker rooms near sports facilities, etc. and/or such amenities as may be desired by the Promoter. The Allottee by virtue of

his/her ownership of the said unit stands eligible for a membership into the club house subject to payment of the necessary one time membership payment, annual subscription charges and usage charges in respect of the availing of facilities, as may be provided by the Promoter.

- 2.
3. The Promoter has transferred /assigned the ownership of the Club House to a sister concern (hereinafter “the Facility Management Company”) The ownership of the club house facilities, amenities, equipment etc., shall always remain with the Facility Management Company/ Promoter. The Allottee shall be responsible for the payment of maintenance of the said club house and its facilities which shall be charged from the Allottee along with the other users of the said facility as determined by the Facility Management Company/Promoter.
4. The Facility Management Company / Promoter shall have the exclusive right of Ownership of the club house, including the right of alienation, lease or mortgage of the Club House as well as assigning their right interest in all the Amenities and Facilities available in the said Club House to any of their nominee or third parties, who shall then step into their shoes of ownership and maintenance.
5. The Promoter and /or the Facility Management Company shall be entitled to all the revenues arising from the usage of the above mentioned club house along with the amenities and facilities available therein and it shall be the sole discretion of the Promoter and /or the Facility Management Company to use the club house in the manner they determine (including enrolling outsiders as members and beneficial user thereof) and the Allottee shall have no right to interfere in the said manner of usage or cause any form of objection, hindrance or nuisance.
6. The Allottee agrees that in the event of the property is purchased by a partnership firm then in that event any one partner or any one authorized representative of the said partnership firm occupying the Schedule B Property being the said Apartment would be entitled to use the said Club.
7. In the event of the said Apartment being purchased by a public limited or a private limited company, then in that event any person occupying as the authorised occupier of the said Apartment shall be entitled to the use of the said Club .
8. In case of inheritance of the said Apartment, then in that event, the person inheriting and occupying the said Apartment shall be entitled to membership of the said Club.
9. In the event of there being any co-owner of said Apartment then in that event such co-owners occupying the apartment will be entitled to the use of the said Club. In

any other case like tenancy, lease, license etc, the occupier of the said Apartment will be entitled to the use of the said Club.

10. The Promoter shall have a perpetual right of ingress and egress to the Club House by using the roads and other facilities in the said Complex i.e. the 'HOUSE OF HIRANANDANI-EGATTUR, OMR' by themselves and by their agents, servants, members, invitees, guests, visitors authorized/permitted by them etc.
11. It is clarified that non-completion or non-operation of Club House or any of the above facilities shall not be deemed as delay in handing over the possession of the said Apartment. The Allottee/s shall take possession of the said Apartment even if the Club House and above facilities are not complete or non-operational.

ANNEXURE - V
Architects' Certificate

PADMAJA KAMBLE
Architect and Designer

Date : 15.03.2017

COMPLETION CERTIFICATE

This is to certify that, Hiranandani Realtors Pvt. Ltd. having office at 5/63, Old Mahabalipuram Road, Egattur village, Thalambur PO, Chinglepet Taluk, Kancheepuram District 603130, has constructed a residential building comprising, 2 Basements, Stilt and 31 upper floors (**Building no 8, Edina**), in plot bearing Sy No 4/2 (pt), 4/3 (pt), of village Egattur, Taluka Chinglepet, District Kancheepuram, PIN 603130.

We have inspected and observed that the said building has now been constructed and completed as per the approved plans.

Regards,



Ar. Padmaja Kamble
Reg No. CA /2004/33749

Address: 17/A, Anjali Apartments, Rambaug lane no 5, Kalyan (W) - 421 301

ANNEXURE VI
Floor Plan of the Apartment

