

## CONSTRUCTION AGREEMENT

This **CONSTRUCTION AGREEMENT** (“**AGREEMENT**”) is executed at CHENNAI on this the \_\_\_\_\_ day of \_\_\_\_\_ 2024;

### BY AND BETWEEN

**HIRANANDANI REALTORS PRIVATE LIMITED**, a private limited company, incorporated under the Companies Act, 1956, having Income Tax P. A. No. AABCH-5909-F, 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, Chengalpattu District, (represented herein individually and/or jointly by its Authorised Signatories **Mr. Rajan Murugan, (Aadhaar No.8886 1535 3566), S/o. Mr.M.Rajan, aged about 42 years** and **Mr. Velayutham Manikandakumar, (Aadhaar No. 4735 5148 8309), S/o Mr.Velayutham aged about 36 years** authorized vide Board Resolution dated 01/02/2022), 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. Mr. **SENTHIL KUMAR S**, Aadhar No. **434425195903**, S/o **SUBRAMANIAM**, aged about **53** years, residing at **203 , DEVENDRA APARTMENT , AIBEA NAGAR , THIRUVANMIYUR, CHENNAI, Tamil Nadu, 600041**, having Income Tax P. A. No. **ASPPS0102C**

2. Mrs. **S.KALPANA DEVI**, Aadhar No. **449216408957**, W/o **M. MADAVA RADJOU**, aged about **57** years, residing at **NO.4 , PRESIDENT POINCARE STREET , KARAMANIKUPPAM,, PUDUCHERRY, Puducherry, 605004**, having Income Tax P. A. No. **AAKPK2036Q**

3. Mrs. **AROULARASSY APPAR**, Aadhar No. **752382147013**, W/o **SENTHIL KUMAR S**, aged about **51** years, residing at **203 , DEVENDRA APARTMENT , AIBEA NAGAR , THIRUVANMIYUR, CHENNAI, Tamil Nadu, 600041**, having Income Tax P. A. No. **DTFPA1040B**

( to be filled in case of joint Allottee/s)

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

## **WHEREAS**

A. The Promoter has *vide* various sale deeds duly registered with the Sub-Registrar office at Thiruporur 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, Chengalpattu District (previously Kancheepuram District) (hereinafter referred to as the “**Larger Lands**”).

B. The Promoter is the absolute and lawful owner of all that pieces and parcels of lands admeasuring in aggregate 14078 sq ft. or thereabouts being 1307.93 sq.mts or thereabouts, more particularly described in the “**Schedule A**” written hereunder forming part of the Larger Lands, (hereinafter referred to as “**the “Schedule A Property**”).

C. The part of the Schedule A Property forming part of the Larger Lands, originally belonged to M/s Stonewood Constructions Private Limited., a Company having its Registered Office at No.514, Dalamal Towers, Nariman Point, Mumbai 400 021, having acquired the Schedule A Property along with other lands, *vide* various Sale Deeds executed and registered in its favor.

D. Subsequently the above M/s. Stonewood Constructions Private Limited., was dissolved and amalgamated with M/s. HIRANANDANI REALTORS PRIVATE LIMITED 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 13<sup>th</sup> 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 M/s. Stonewood Constructions Private Limited. The list of the Sale Deeds and scheme of Amalgamation Order by virtue of which the Promoter has acquired the Schedule A Property is annexed herewith as “**Annexure-2**”.

F. The Promoter has formulated a scheme for the development of the Larger Lands by consuming the available FSI potentials 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 Larger Lands (hereinafter referred to as “**the Complex**”) consisting of various residential, non residential buildings, villas common compound, entrances, lobbies, staircases, passage and in accordance with the scheme of development, persons desirous of owning an apartment in Complex shall have to join the scheme of development by executing the agreements as mandated under the Real Estate (Regulation and Development) Act, 2016 (“RERA Act”) read with the Tamil Nadu Real Estate (Regulation and Development) Rules, 2017 (“TNRERA Rules”). The Larger Lands also consists of commercially zoned land, which may or may not share facilities in the future at the sole discretion of the Promoter.

G. The Promoter by virtue of its ownership rights, and subject to the rights already created in favor of the existing customers, is entitled to develop the Larger Lands, by constructing buildings and structures thereon consisting of apartments, tenements, units and premises of

all kinds, for residential, non residential, 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, Water Treatment Plant (WTP), Sewerage Treatment Plant (STP) and/or Waste Compost Plant etc., for the purpose of selling, leasing or otherwise transferring the same to the prospective Allottee/s, purchasers, lessees and other transferees.

H. The Promoter has already completed the Buildings of Phase I in the Complex 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 in the Complex currently comprising of 9 (Nine) towers by the name Oceanic, Edina, Bayview, Sinovia, Tiana, Amalfi, Verona, Anchorage and Octavius and a Villa Enclave and associated club house/s and connected amenities. 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 Allottee/s in due compliance of the then prevailing law read with the provisions of the RERA Acts and TNRERA Rules. 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* (Vide Planning Permit No.17/2020 dated 19.11.2020 with proceedings Na.Ka.2081/2020/MLPA/CD-5 dated 19.11.2020 from the Mamallapuram Local Planning Authority, along with Building Permit issued by the Muttukadu Panchayat under the Resolution No.63 dated 22.02.2020 with proceedings Na.Ka.2852/2020/B1 dated 23.12.2020) (hereinafter collectively referred to as the “**Sanctioned Plans**”). The Allottee/s 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.

I. The Promoter now proposes to continue development of the Larger Lands/ Complex into further multiple phases/ Clusters/ projects in a phased manner and out of the Development Plan, for the purposes of the RERA Act, identified the Building No. 50 on the Development Plan by the name “**OCTAVIUS**” (and hereinafter “**the Building**”) to be a separate stand alone Real Estate Project under the provisions of the Act. The Promoter represents that out of the land, the Project **OCTAVIUS** comprising the Building shall be constructed on all that

part and parcel of lands admeasuring in 14078 sq.ft. or thereabouts being 1307.93 sq.mts or thereabouts situate, lying and being at Egattur Village, Thiruporur Taluk, Chengalpattu District, more particularly described in the **Schedule A** hereto, hereinafter referred to as the “**Schedule A Property**”.

J. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Chennai on 20/12/2021 under Registration No. TN/01/Building/0424/2021.

K. The various phases, including the Project, situated on the Larger Lands are proposed to be developed in the future as a Complex has been explained to the Allottee/s and the Allottee/s has/have satisfied himself/herself/itself with the proposed phased development of the Larger Lands. The Allottee/s agree/s that no rights are created in favour of the Allottee/s in the future development phases and no consent shall be required by the Promoter, at any time for either amendment of Sanctioned Plans or development of future phases in the Complex or in the common areas, amenities and facilities on the Larger Lands. The Allottee/s hereby give/s his/her/their/its express written consent vide this Agreement for all amendments to the Sanctioned Plans, common areas, amenities and facilities and future development in the Complex. These consents and confirmations shall be treated as irrevocable No Objections (“**NOCs**”) / permissions given by the Allottee/s, under Section 14 of the RERA or any amendment thereof and the Promoter shall have deemed to have complied with the section and the Promoter will not be required to take any further consent of the Allottee/s in this regard.

L. The above Project presently comprises of the Building named **OCTAVIUS**, being 1 (one) Tower, consisting of two levels of basements (which may be shared with other buildings), stilt plus 18 (Eighteen) upper residential floors, having 107 residential Apartments built with the Specifications a list of which is annexed hereto in **Annexure III** along with certain common amenities as detailed in the list annexed hereto as **Annexure IV** and access to certain facilities, as detailed in the list annexed hereto as **Annexure V** attached hereto.

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

N. The Allottee/s has/have prior to the date hereof scrutinized / verified all sanctions, authorizations, consents, no objections, permissions and approvals issued by the appropriate authorities and is satisfied with the title and statutory compliance with regards to the Project and also the Allottee/s has/have understood and agreed to the calculations provided in the UDS area statement. The Allottee/s has/have also examined all documents and information filed by the Promoter with the Authority as required by RERA and the RERA Rules and has/have understood the documents and information in all respects.

O. After satisfying himself/ herself/themselves/itself with regard to the title of the Schedule A Property and after perusal of all the orders and various permissions, sanctions and approvals mentioned hereinabove, the Allottee/s has/have applied to the Promoter *vide* Booking Application dated **09-01-2023** for the construction and allotment of a residential apartment in the Building being constructed on the Schedule A property and the Promoter has agreed to sell to the Allottee/s Apartment No.**Octavius - 205** (in the Approved plan for the Apartment, the number is indicated as “”), having Carpet Area of **98.08** sq. mts. equivalent to **1055.73** sq. ft. along with an exclusive Balcony /Deck area admeasuring **2.95** sq.mts. equivalent to **31.75** sq. ft on the **2nd** floor (hereinafter referred to as "**the Apartment**") of the Building No.50 as per the Development Plan and known as "**OCTAVIUS**" (hereinafter referred to as "**the 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 I** along with the right to use the Basement /Stilt/Open Car parking Nos.1 (hereinafter referred to as "**the Car parkings**"). However, it is clarified that earmarking of specific car parking space will be done at the time of giving possession of the Apartment.

*"Carpet Area" shall mean and include the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or deck area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment;*

*Explanation 1: For the purpose of this Agreement, 'exclusive Balcony or Deck area' means the area of the Balcony or Deck, as the case may be, which is appurtenant to the net useable floor area of the apartment, meant for the exclusive use of the Allottee/s; and 'exclusive open terrace area' wherever applicable shall mean the area of open terrace which is appurtenant to the net useable floor area of the apartment meant for the exclusive use of the Allottee/s.*

*Explanation 2: With respect to any discrepancy in areas mentioned in the final OC plans of the Apartment, the Allottee/s hereby accepts that the Promoter's contractual obligation is limited to providing the Carpet area as mentioned herein.*

P. The Allottee/s desirous of owning an Apartment in the Project has also simultaneously entered into an Agreement for Sale with the Promoter for the transfer of **147.14** sq .ft equivalent to **13.67** sq. mts of Undivided Share of land in the Schedule A Property which is given in **Schedule C** hereunder and secured the right to appoint the Promoter to construct an Apartment as per the scheme formulated by the Promoter.

Q. The Allottee/s is/are fully aware that agreements similar to this one have been/ will be executed by the Promoter with other Allottee/s / prospective Allottee/s for other villas in the Project. Hence, the Allottee/s agree/s that he/she/ they shall have no right to raise objections or create any hindrances for such phased construction or for a phased construction of the Common Amenities.

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 Project is to be constructed/ constructed.

S. The Allottee/s acknowledges that the Promoter has provided all the necessary information and clarifications as requested by the Allottee/s and that the Allottee/s is/are fully satisfied with the same and the Allottee/s has/have 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 Complex/ Project / Apartment. No oral or advertorial representations or statements other than what is explicitly enshrined herein shall be considered to be as a part of the Promoter's obligations under this Agreement.

T. The Allottee/s hereby further confirms to the Promoter that the Allottee/s is entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Larger Lands including the Schedule A Property in general and the Project/ Apartment, and this Agreement in particular and that the Allottee/s has/have 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/s agree/s and confirms that the brochures and marketing materials already procured by the Promoter in respect of the development contemplated on the Schedule A Property is only an artistic impression and indicative model and the Allottee/s shall not make any claim on account of the Apartment being in variation to the perspectives as shown in the marketing material / brochures.

V. The Promoter further confirms that they shall build the Apartment in accordance with the specification provided in ANNEXURE III in this Agreement. Provided that, 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.

W. On or before the execution of these presents, the Allottee/s has/have paid to the Promoter a sum of Rs. **4,00,000** (Rupees **Four Lakhs** only), being part payment of the price payable hereunder as Booking Amount or any part thereof, (the payment and receipt whereof the Promoter hereby admits and ac-knowledges) and the Allottee/s has/have agreed and undertaken to pay to the Promoter the balance of the agreed Consideration/Sale Price in the manner hereinafter mentioned.

X. The Parties hereby confirm that this Agreement and the Agreement for Sale of even date entered into by the Allottee/s and eventually the Sale Deed for the UDS shall co-exist or co-terminate.



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

**NOW THEREFORE, in consideration of the mutual representations, covenants, assurance promises and agreements contained herein and other good and valuable consideration, the parties agree as follows:**The foregoing recitals shall be treated as forming an integral part of the operative portion of this Construction Agreement and shall be read, understood and construed accordingly.

## **1.ALLOTMENT:**

1.1 The Promoter hereby agrees to construct, allot and deliver to the Allottee/s, the Apartment bearing No. **205** , having Carpet Area of **98.08** sq. mts. equivalent to **1055.73**sq. ft. as per the Specifications mentioned in the **ANNEXURE III** hereunder along with an exclusive Balcony/Deck area admeasuring **2.95** sq mts. equivalent to **31.75** sq. ft on the **2nd** floor (hereinafter referred to as "**the Apartment**") of the Building No. 50 as per the Development Plan and known as "**OCTAVIUS**" (hereinafter referred to as "**the Building**"), which Apartment is more particularly described as the **Schedule B Property** hereunder, as shown in the Floor Plan hereto annexed and marked as **ANNEXURE "I"** along with the right to use the Basement /Stilt/Open Car parking Nos. **1**(hereinafter referred to as "**the Car parking**") along with corresponding Undivided Share in the land (hereinafter referred to as "**UDS**") admeasuring **13.67** sq. mts. equivalent to **147.14** sq. ft. cannot be divided or separated within and out of the Schedule A Property more particularly described as the **Schedule C Property** defined hereunder, to the Allottee/s at the cost of the Allottee/s.

1.2 It is further agreed that the Allottee/s's rights and beneficial interests in and upon the Apartment, the said Car Park and the UDS cannot be alienated separately by the Allottee/s 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/s shall be construed to be subject to the due performance by the Allottee/s of the terms and conditions and obligations contained in this Agreement.

## **2. CONSIDERATION:**

The Construction Cost of the Apartment based on the carpet area is Rs.**9072012.00** (Const Cost Rs. **8590964** + GST **481048**) (**Ninety Lakh Seventy Two Thousand Twelve** Only) . The Allottee/s agree/s and accept/s that 10% of the Total Sale Consideration shall be treated as Booking Amount as per RERA Act. The Construction Cost includes the following amounts, which as and by way of Consideration, the Allottee/s agree/s to pay to the Promoter:

#### **2.1 COST OF CONSTRUCTION:**

Rs.**9072012.00** (Const Cost Rs. **8590964** + GST **481048**) (**Ninety Lakh Seventy Two Thousand Twelve** Only) is the Cost of Construction of the Apartment. The amounts shall be paid as per Schedule of Payment given hereunder in Schedule D.

#### **2.2 STATUTORY LEVIES:**

(i) The Construction Cost above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods Service Tax (GST), cess, levies, duties by whatsoever name called or any other similar taxes, which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment;

(ii) Provided that in case there is any change / modification in the existing taxes and/or any other new Taxes become applicable on this Agreement after the execution of these presents, the subsequent amount payable by the Allottee/s to the Promoter shall be increased/reduced based on such change/ modification.

(iii)The Promoter shall periodically intimate to the Allottee/s, the amount payable as stated in (2.2) (i) and (ii) above and the Allottee/s shall make payment within 30 days from the date of such written intimation.

(iv) The Allottee/s shall also be liable to pay interest/penalty/loss incurred to the Promoter on account of the Allottee/s'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.

(v) The Allottee/s hereby agrees that the Allottee/s 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.

(vi) It is further agreed by the Allottee/s that the Allottee/s shall before obtaining the possession of the said Apartment pay to the Promoter in full all the requisite statutory dues and any other tax (if applicable) for construction / sale of the Apartment.

(vii) It is further agreed by the Allottee/s that *inter alia* the Promoter shall be entitled to deduct any and all statutory charges and dues allocable to this transaction, at any time in the future, from the Township Corpus Fund and the Allottee/s hereby gives his/her /their/its consent to the same.

### **2.3 ADHOC MAINTENANCE CHARGES:**

(i) **Common Area Maintenance Charge:** The Allottee/s agrees to pay a sum of Rs.**119873** Rupees **One Lakh Nineteen Thousand Eight Hundred Seventy Three** Only) (**101588** + GST **18286**) for a period of 18 months (“**Initial Maintenance Period**”) in advance besides the applicable GST, statutory levies at present and or in future, at the time of taking delivery of the possession of the Apartment. The advance maintenance fee charges agreed under this clause is the subsidized rate offered to the Allottee/s, for the maintenance of the common areas in the Project and on the Larger Lands, 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 & STP operation and maintenance, common area electricity bills, garbage disposal, sump/overhead tank cleaning charges and administration/supervisory expenses, etc.,

(ii) The abovementioned amount shall be paid/become payable, by the Allottee/s 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/s.

#### **2.4 Common Amenities Maintenance Charges: (Post Handover Of The Apartment):**

Commencing a week after completion of the Initial Maintenance Period the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the UDS) of all the outgoing in respect of the Schedule A Property and the Building, including repairs to the exterior and interior of the said Building (but excluding the interior of the Apartment hereby agreed to be sold to the Allottee/s), the assessments, taxes, cesses, charges, levies and other amounts payable to all Government, Semi-Government, Local and Public Bodies and Authorities, water charges, insurance premium, 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, Securities (chowkidars) and sweepers, WTP, 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 Building OCTAVIUS. Until the Association of Apartment Owners/Society which will be in the name and style as "Octavius Owners' Association" and/or Federation of Associations is formed and registered and the Schedule A Property, is transferred to it as aforesaid, the Allottee/s /Association of Apartment Owners shall continue to pay to the Promoter such proportionate share of the outgoing 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/s. The Allottee/s further agree/s, undertake/s and covenant/s that till the Allottee/s' share is so determined, the Allottee/s 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 outgoing, plus all increases thereto as may be determined by the Promoter from time to time. The amount so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter till the formation of the Association/Society and/or Federation of Associations and handover of the accounts to such an entity. The Allottee/s agrees, undertakes and covenants to pay and discharge such provisional contribution on yearly basis on the 5<sup>th</sup> (fifth) day of each twelve month period in advance.

It is expressly clarified, agreed and understood between the parties hereto that the Allottee/s and/or Association shall be liable to bear and pay to the Promoter the proportionate share of all the outgoing in respect of maintenance and upkeep of all the common areas and common amenities, as well as facilities including the Internal Roads, Landscaped gardens situated within the Complex, i.e. the HOUSE OF HIRANANDANI –EGATTUR, OMR till the

completion of the development of the Complex. Subject to the payments by the Allottee/s 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 18 months from completion of the Building OCTAVIUS, 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 18 months with respect to the Schedule A Property and shall be paid in advance of the commencement of the said 18 months. The aforesaid payments shall be made through the Association of the apartment owners that shall be formed and in the event of any default of payment committed by the Allottee/s; the Allottee/s 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 LEGAL CHARGES:**

**Rs. 47200** (Rupees **Forty Seven Thousand Two Hundred**) ( **40000** + GST **7200**) towards Legal costs, charges and expenses including for the preparation of all necessary documents for registration.

#### **2.6 GENERATOR CHARGES:**

**Rs.29500** (Rupees **Twenty Nine Thousand Five Hundred Only**) (**25000** + GST **4500**) towards Generator Charges

The Promoter herein clarifies that though the capacity of the generator shall be capable of backing the Building/Project, the aforesaid Generator Charges shall include power back up for duration of 2 hours per day and the cost of the power back up for the duration exceeding the said 2 hours per day shall be proportionately paid by the Allottee/s.

#### **2.7 DEVELOPMENT CHARGES:**

**Rs. 886770** (Rupees **Eight Lakh Eighty Six Thousand Seven Hundred Seventy Only**) (**751500** + GST **135270**) towards Development Charges.

#### **2.8 STAMP DUTY & REGISTRATION EXPENSES:**

All costs, charges, expenses, Stamp Duty, Registration charges, GST, works contract 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/s in respect of the Apartment including for registration of UDS in favor of the Allottee/s in respect of the sale of the Schedule C property shall be borne by the Allottee/s alone and the Promoter is neither liable nor responsible for the same in any manner whatsoever.

## **2.9 TOWNSHIP CORPUS FUND:**

(i) The Allottee/s shall hand over Rs. **75250** (Rupees **Seventy Five Thousand Two Hundred Fifty** ) of the Schedule B Property to the Promoter at the time of handing over possession of the Apartment to the Allottee/s, towards Township Corpus Fund for the Complex.. The Promoter shall transfer the amounts without any interest, to the **Federation** comprising all **Apex Associations or all Association of Owners of entire Complex (“Federation”)**, once the Promoter completes development of the Complex. The **Federation** may decide to enhance the corpus and such increased corpus amount will be the obligation of the Allottee/s.

(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 re-ferred to therein become payable, for any reason including for the efflux of time, then the Allottee/s 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 retain the aforesaid amounts/depos-its only for the purposes for which the same are col-lected. The amounts paid to and deposited with the Promoter by the Allottee/s under this clause shall not carry any interest, and shall remain with the Promoter until the entire Complex is completed and handed over to the Federation. Thereafter, the afore-said deposits shall be paid over by the Promoter to the Federation. 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/Federation and not at any time, individually to the Allottee/s.

(iv) The Allottee/s understands and accepts that the Township Corpus Fund is payable by the Allottee/s to meet part of the future maintenance of arterial roads, gardens, Township Common Areas, sub-stations, the landscaped common areas, street lighting, recreation areas, infrastructure amenities etc., and for the purpose of maintenance and upkeep of recreation areas and other facilities which the Promoter may provide in the Complex. It is clarified that the Township Corpus Fund is not by way of consideration for acquiring the Apartment by the Allottee/s and/or for any purported or alleged right or interest created on the arterial roads, gardens, Township Common Areas, sub-stations, the landscaped common areas, street lighting, recreation areas, infrastructure amenities etc., 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 Township Corpus Fund in the manner deemed fit by the Promoter and the Allottee/s shall have no right/claim on the Township Corpus Fund and the Allottee/s 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 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/s to the Promoter. The Promoter shall be entitled to transfer the balance Township Corpus Fund to such Apex Association / Federation 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/s 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/s 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/s shall be responsible to make good all short falls, as and when demanded by the Promoter.

(v) The Promoter shall retain the ownership of the balance area comprising the arterial roads, gardens, Township Common Areas, sub-stations, the landscaped common areas, infrastructure amenities etc. till the entire Complex is completed.

(vi) The Promoter states that, for the purposes of continued maintenance of the Township, after completion of the last unit in the Complex, the entire balance area as specified above will be handed over/conveyed to the Governmental Authorities (as may be required) and to the Federation of Association at the absolute cost and expenses of the Federation of Association.

### **3.ESCALATION OF PRICE:**

The Construction Cost shall be escalation-free, save and except for the following reasons:

(i) increases, which the Allottee/s hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges, which may be levied or imposed by the competent authority from time to time. Provided that the Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall quote the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee/s.

### **4.MODE OF PAYMENT:**

(i) The Allottee/s has/have paid a sum of Rs.**4,00,000** (Rupees **Four Lakhs** only), to the Promoter, as Booking Amount /part Booking Amount at the time of allotment of the Apartment; The Allottee/s agree/s and accept/s that 10% of the total Sale Consideration shall be treated as Booking Amount as per TNRERA and its connected Rules and Regulations.

(ii) The Allottee/s shall pay the balance Sale Consideration amount as per the **Schedule of Payments** detailed in the **Schedule D** hereunder. The Allottee/s 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/their/its name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust this payment in any manner.

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



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

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

(vi) The Allottee/s, 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 there under 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/s understands and agrees that in the event of any failure on his/her /their/its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they/its 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/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s 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/s 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 favor of the Allottee/s only.

(vii) The Allottee/s understands and accepts that the time for payment of installments of Sale 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/s to pay the relevant installments and/or other charges on their respective due dates, it shall be deemed that the Allottee/s has/have committed a breach of this Agreement and the Promoter shall be entitled to take actions as provided for under the Real Estate (Regulation & Development) Act read with the Rules which inter alia include the Promoter's right to terminate this Agreement.

(viii) It is expressly agreed by and between the Promoter and the Allottee/s that the Allottee/s shall not be entitled to the possession of the said 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/s.

#### **5.PERIOD OF COMPLETION AND HANDING OVER OF POSSESSION:**

(a) The Promoter shall endeavor to complete the construction of the Apartment within the dates mentioned in TNRERA with a further grace period of 6 months from such date. The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment as committed, unless there is delay or failure due to "**Force Majeure Conditions**" and / or any extension granted by the authorities including TNRERA. *Force Majeure* Conditions are defined hereunder:

"**FORCE MAJEURE**" means any event or combination of events or circumstances beyond the control of the Promoter 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:

(i) acts of God. i.e. fire, drought, flood, earthquake, epidemics, including the ongoing COVID 19 (including its variants) pandemic, natural disasters;

(ii) acts of terrorism impacting peace of the region;

(iii) circumstances or conditions, or other causes beyond the control or unforeseen by the Promoter including strikes or lock outs, industrial dispute or other agitations by the workers, employees or laborers of the Promoter or the contractor or the suppliers and / or;

(iv) non-availability of cement, steel, sand, brick or other construction material;

(v) war and hostilities of war, riots, bandh or civil commotion;

(vi) 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

(vii) any event or circumstances analogous to the foregoing.

If however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee/s agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented. The Allottee/s agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand cancelled and the Promoter shall refund to the Allottee/s the entire amount received by the Promoter, except such statutory dues that have already been deposited by the Promoter with the exchequer as per applicable laws, from the Allottee/s within 90 days from the date of determination of impossibility of performance. After refund of the money paid by the Allottee/s, the Allottee/s agrees that he/ she/it/they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

b. The Promoter, upon completion of construction of the Apartment shall intimate to the Allottee/s of the same at the last known address of the Allottee/s by letter and the Allottee/s shall take possession of the said Apartment within 30 days of receipt of such intimation. The Promoter shall not be liable in any manner whatsoever, for failure of the Allottee/s to take over possession of the Apartment.

c. Upon receiving a written intimation from the Promoter as per Clause 5 (b hereinabove, the Allottee/s 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/s. In case the Allottee/s fails to take possession within the time provided in Clause 5(b), such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

d. The Promoter shall hand over possession of the Apartment to the Allottee/s as committed subject to receipt of the entire Sale 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/s does/do not arise until the Promoter receives the entire payment/s as mentioned in Schedule D.

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

## **6.BREACH OF TERMS AND ITS REMEDY:**

### **6.1 ALLOTTEE/S'S COVENANT:**

6.1.1. In the event of the Allottee/s 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 15 days to the Allottee/s is entitled to cancel this Agreement and re-allot the Apartment, to any third party and the Allottee/s 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/s within 90 days of such cancellation without interest, simultaneous to the Allottee/s executing and registering Deed of Cancellation of this Agreement and / or Agreement for Sale and/or Sale Deed by the Allottee/s . The Allottee/s

hereby appoints the Promoter as his/her/their/its Constituted Attorney and authorizes the Promoter to execute and register such deed of cancellation and such other documents and/or writings for and on behalf and in the name of the Allottee/s without recourse to the Allottee/s, in the event the Allottee/s fail/s to come forward and/or are unable to execute and register the deed of cancellation within 30 days of the termination and/or cancellation of this Agreement. The Allottee/s shall return to the Promoter all the original documents, papers, writings executed between the Parties including the original Agreement for Sale and Construction Agreement on or before the registration of the deed of cancellation. Alternatively, the Promoter shall be entitled for interest as prescribed under the RERA Act and Rules for such delayed payment by the Allottee/s, subject to the Promoter constructing the Apartment as per the time lines committed by them.

6.1.2.The Allottee/s hereby agrees that the assignment of the Allottee/s's right under this agreement to any third party is subject to the prior written permission of the Promoter and further agrees to pay to the Promoter an Assignment fee of 15 % of Consideration (**“Assignment Fee**).

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

6.1.4.It is specifically agreed by the Allottee/s that the Allottee/s shall bear all statutory charges from the date of intimating the readiness of the 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 Apartment and other outgoings and expenses incurred by the Promoter for maintenance of the Apartment;
- c) Allottee/s'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 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/S:**

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

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

b)Not to store in the Apartment any goods, objects or materials which are of hazardous, combustible or dangerous in nature, or are so heavy as to damage the construction or structure of the said Building OCTAVIUS in which the Apartment is situated, or the storing of which goods, objects or materials is objected to or prohibited by the 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, lift or any other structure or part of the Building OCTAVIUS in which the Apartment is situated, and in case any damage is caused to the Building OCTAVIUS or any part thereof or to the Apartment on account of any negligence or default of the Allottee/s or his/her/their/its domestic help, agents, contractors, workmen, employees, visitors or guests, the Allottee/s alone shall be liable and responsible for all the consequences of the same, and the Allottee/s 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 Apartment and maintain the same in the same condition, state and order in which the same was delivered by the Promoter to the Allottee/s, and the Allottee/s shall not do or suffer or

permit to be done any-thing in or to the said Apartment or in or to the Building OCTAVIUS, which may be against the rules, regulations and bye-laws of the Association or the concerned government, local or public bodies or authorities, and in the event of the Allottee/s doing or committing any act, deed or thing in contravention of the above provisions, the Allottee/s shall be responsible and liable for the consequences thereof to the 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 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 Apartment or any part thereof, nor any alteration in the elevation or outside color scheme of the said Building OCTAVIUS in which the Apartment is situated, and the Allottee/s shall keep the portion, sewers, drains and pipes in the 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 OCTAVIUS in which the Apartment 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 partition or members in the Apartment, without the prior written permission of the Promoter and the 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/s 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 Apartment in the compound or any portion of the Schedule A Property and the Building OCTAVIUS in which the 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 Building OCTAVIUS in which the Apartment is situated; and

i)To bear and pay all increases in the rents, rates, taxes, cess, assessments, water charges, in-surance Premium 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 Building OCTAVIUS and structures thereon; and

j)Not to let, sub-let, transfer, assign or part with the Apartment and/or the Allottee/s's right, interest or benefit under this Agreement, or part with the possession of the Apartment , until all the amounts, dues and charges payable by the Allottee/s to the Promoter under this Agreement are fully paid, and only if the Allottee/s has/have not been guilty of any breach or viola-tion 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/s 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 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 Building OCTAVIUS and structures in the 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/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the Association regarding the occupation and use of the Apartment and regarding the use of all common areas, amenities and facilities in the com-plex, and the Allottee/s shall pay and contribute regularly and punctually towards all the rents, rates, taxes, cess, assessments, levies, ex-penses and all other outgoings in accordance with the terms and conditions of this Agreement; and

l)The Allottee/s 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 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 OCTAVIUS 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 Allottee/s of the apartments within the Schedule A Property.

p)The Allottee/s further agrees that the Car Parking space allotted for the purpose of usage shall be part and parcel of the said Apartment being the Schedule B Property and cannot be alienated / transacted separately.

q)The Allottee/s 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/s 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 Building upon which the Schedule A Property is located, from the date of intimation by the Promoter that the Apartment is ready for possession by the Allottee/s.

s)That in the event of there being any redevelopment the Schedule A Property for any reason, whatsoever the Allottee/s herein would be entitled to such undivided share in the

Schedule A Property as mentioned in this Agreement and corresponding size of the 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 A Property.

t)That the Allottee/s covenants that the Allottee/s 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 Building OCTAVIUS.

u)That the Allottee/s 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/s is/are fully aware that non - payment towards the annual maintenance contracts will adversely affect all the equipments installed by the Promoter in the Building OCTAVIUS and non - payment 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/s in proportion to his/her/their/its Carpet Area of Apartment/UDS in the Schedule A Property.

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

x)**Right to use the common areas, amenities and facilities:** The Allottee/s shall get the right to use the common areas, amenities & facilities within the Schedule A Property and the

Larger Lands/Complex along with other occupants, maintenance staff etc., of the Larger Lands/Complex. Further, the right of the Allottee/s to use the common Areas, amenities and facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable and as per the terms of this Agreement and the Agreement for Sale. The Allottee/s further agree/s that the Allottee/s shall use the common areas, amenities and facilities along with other occupants, maintenance staff etc., of the Larger Lands/Complex without causing any inconvenience or hindrance to them. It is further clarified that the Promoter shall hand over the common areas, amenities and facilities within the Schedule A Property and the Larger Lands/Complex to the Apex Body/Federation formed by the association of allottee/s / society after the completion of the last unit of the Complex or exit from the Complex, whichever is later.

**y)Promoter’s usage rights of roads and passages:** The Promoter have reserved the right of usage of roads and passages and facilities in the Complex i.e. the HOUSE OF HIRANANDANI- EGATTUR, OMR in perpetuity for purposes of supporting the development and maintenance of services included in the Schedule A Property. The perpetual easementary right of access created as aforesaid, is a restrictive covenant which runs with the land in Schedule A Property and is irrevocable under any circumstances whatsoever and the Allottee shall not have the right to question such use and enjoyment of the same by the Promoter or persons claiming under them at any/all times.

**z)**The Allottee/s expressly consent/s, accept/s and confirm/s the irrevocable and unfettered right of the Promoter to construct the Project and other structures on the Larger Lands and/or Complex being constructed/ to be constructed in the future on the Larger Lands/Complex in the manner and as per the permissions / approvals received from time to time from the concerned authorities, without any further or other consent or concurrence. The Allottee/s further understand/s that the balance land area of the Complex or thereabouts 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 and other concerned authorities. The Allottee/s further agree/s and confirm/s that the location of the amenities or facilities proposed to be provided by the Promoter in the Project and on the Larger Lands/Complex may change in the future and the Allottee/s hereby agree/s to not raise any objection in the future in respect of the same. These consents and confirmations shall be treated as irrevocable No Objections (“NOCs”) / permissions given by the Allottee/s, under

Section 14 of the RERA or any amendment thereof and the Promoter shall have deemed to have complied with the said section, as long as the carpet area of the apartment is not reduced, and the Promoter will not be required to take any further consent of the Allottee/s in this regard.

#### **8.PROMOTERS'S COVENANT:**

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

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

b)Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of its registration under the provisions of the Real Estate (Regulation & Development) Act or the rules or regulations made there under;

c)In case of Default by the Promoter under the conditions listed above, the Allottee/s is /are entitled to the following:

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

ii))The Allottee/s shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee/s under any head whatsoever towards the purchase of the Apartment, along with interest at the rate specified in the RERA Rules within 90 days of receiving the termination notice, simultaneous to the execution of cancellation agreement and registration thereof, if required.

Provided that where an Allottee/s does/do not intend to withdraw from the Project or terminate the Agreement, he/she/they/it shall be paid, by the Promoter, interest at the rate

specified in the RERA Rules, for every month of delay till the handing over of the possession of the Apartment, subject however the Allottee/s paying his/her/their/its installments in time as per the timelines mentioned in Schedule D.

#### **9.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/the Building 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/in the Building may be captured in the 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.

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

e)The Allottee/s along with the other Allottee/s of the Project shall ensure that the Owners Welfare Association is formed/to be 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)Subsequent to the taking over of maintenance by the Owners Association, the Allottee/s 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 Promoter and the Owners Association. The Promoter shall not be liable for any shortcomings or deficiency thereof, in any manner whatsoever. The Promoter shall hand over the maintenance of the STP etc to the Owners' Association at the appropriate time and the Owners' Association shall not deny to take such hand over.

g)It is specifically agreed by the Allottee/s that the Allottee/s 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's inability to pay the maintenance charges or any default or delay in payment of maintenance charges and deposits if any, the Allottee/s 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/ Building.

#### **10. SANCTIONS AND APPROVALS:**

10.1The statutory approvals, including State and Central Government approvals/permissions including amendments / modifications / alterations, its departments, local bodies, authorities, Mamallapuram Local Planning Authority, 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.

10.2The Promoter hereby covenants that the Project shall be constructed as per the approved Sanctioned Plans as amended by the Authorities from time to time.

10.3The Allottee/s 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/s 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.

#### **11.OPEN SPACE RESERVATION AREA (OSR):**

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

**12.NO ENCUMBRANCE OF THE PROPERTY:**

The Allottee/s hereby declare and confirm that the Promoter has prior to the execution hereof, specifically informed the Allottee/s/s that the Promoter currently does not have any arrangement with any Banks and Financial Institutions;

**13.DEFECTS LIABILITY:**

The Promoter shall rectify any structural defects with respect to the said Apartment (normal wear and tear is exempted), which shall not be as the result of any commission or omission of the Allottee/s, 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/s, any product that has been installed by the Promoter brought to the notice of the Promoter within 5 years from the date of intimating the readiness to handover of the Apartment or from the date of receipt of Occupation Certificate, whichever is earlier, 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. Provided that the Promoter's obligation under Defect Liability shall stand automatically cancelled, in case the Allottee/s makes any kind of changes either structural or non-structural (including interiors) which change the manner in which the Apartment was originally handed over by the Promoter to the Allottee/s.

**14.LOANS AND FINANCIAL ASSISTANCES:**

a)The original Agreement for Sale/Construction Agreement/Sale Deed relating to the Schedule B Property and 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/s to the Promoter. However, if the Allottee/s prefers/s to avail loan, the original Agreement for Sale/Construction Agreement/Sale Deed in respect of Schedule B Property will be released directly to the mortgagee / Banks / Financial Institutions, after obtaining a commitment letter from the mortgagee / banks / financial institutions. The Promoter undertakes to furnish one set of photocopies of title deeds pertaining to the Schedule A Property to the Allottee/s's Bank/Financial Institution. In the event of foreclosure of the loan by the Allottee/s prior to handing over the Schedule B Property by the Promoter to the Allottee/s, the Allottee/s shall hand over the original Agreement for Sale/Construction Agreement/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/s to the Promoter.

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

c)All the loan amount/s, availed by the Allottee/s, 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/s;

d)Notwithstanding whether the loan is obtained or not, the Allottee/s 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/s shall be liable for the consequences including payment of delayed payment charges on the outstanding payment as provided in this agreement.

## **15.RIGHTS AND DUTIES OF THE ALLOTTEE/S:**

### **15.1ALLOTTE'S DUTIES:**

a)While the Allottee/s would have absolute and exclusive ownership / possession / enjoyment of the Apartment, after handing over, the Allottee/s'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/s as per the articles / regulations / bye-laws of the Association to be formed by all the apartment owners in the Project;

b)It is abundantly made clear that all the service lines, ducts, watercourses and other facilities passing through the Larger Lands shall be treated as common to all the owners, which shall be maintained by the Association of Owners/Apex Association/Federation. 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/s shall adhere to the maintenance and usage guidelines provided by the Association of Owners to maintain harmonious community living and ensure that rights and enjoyment of other apartment owners are not affected;

d)The Allottee/s covenants not to make any alteration in the structure or the interiors of the Apartment, which may affect directly or indirectly, the structural safety & stability and the aesthetic elevation of the Building OCTAVIUS;

e)The Allottee/s or their tenants (Occupants) and/or Association of Owners/Allottee/s shall not, at any time, encroach and carry on in the common areas or within the Schedule A Property, any commercial trade or business or use it for storage of anything which is offensive in nature, hazardous or inflammable or is likely to be a nuisance or danger or diminish the value or the utility of the other portions of the Building in 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/s 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 Building OCTAVIUS/Project and shall operate and maintain all the essential amenities like allocated STP, WTP, Generator, sets, fire fighting equipments, elevators, Rain water harvesting etc in good running condition either individually or through the Association of Owners whenever required. It is the responsibility of the Allottee/s and or

the Association of Owners to ensure proper assistance to take relevant approvals from government bodies /government officials concerned during periodical inspection.

g)The Allottee/s 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/s 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/s shall not encroach upon the common areas within the Building OCTAVIUS or within the Schedule A Property;

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

k)The Allottee/s shall not put up any temporary or permanent structure anywhere in the Project nor change the elevation of the Building OCTAVIUS;

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

m)The Allottee/s 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 Apartment and/or the right, interest or benefit under this Agreement, or part with the possession of the Apartment, until all the amounts, dues and charges payable by the Allottee/s to the Promoter under this Agreement are fully paid, and only if the Allottee/s 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/s shall not cause any nuisance to the other occupants of the Apartments in the Building OCTAVIUS;

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

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

q)The Allottee/s shall park their cars / vehicles only at the specific car parking space allotted to the Allottee/s and not at any other place around the Building OCTAVIUS 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;

r)The Allottee/s hereby agree and accept that the Promoter shall not be liable to pay any maintenance to the Association of Owners for the unsold units in the Project after the Building is handed over to the Association of Owners. The Allottee/s shall not either individually or through the Association disrupt or interfere with the smooth sale and handover process initiated/undertaken by the Promoter for the unsold units at any time after formation of the Association of Owners.

s)The Allottee/s hereby agree and accept that the Promoter shall be fully and absolutely entitled to deal with the unsold units/apartments in the Project by way of Sale/Service Apartments scheme/leave and license/lease to any third party without any check and/or hindrance from either the Allottee/s/s or the Association of the Owners in the Project.

## **16.RIGHTS AND DUTIES OF THE PROMOTER:**

a)The Promoter undertakes to develop the Project with good workmanship using standard materials, through its own labor, 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 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/s, whichever is earlier. From the date of intimating the readiness to hand over possession, the Allottee/s 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/s;

## **17.SPECIFICATIONS, AMENITIES AND FACILITIES:**

### **17.1SPECIFICATIONS:**

17.1.1 The Promoter further confirms that they shall build the Schedule B Property being the Apartment only in accordance with the specifications provided in **Annexure-III** 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.

17.1.2 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 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.

### **17.2 AMENITIES & FACILITIES**

The common facilities and amenities of the said Building will be the common amenities of the 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**.

**18.COMMERCIAL AND RESIDENTIAL BLOCKS TO HAVE SEPARATE SERVICES AND AMENITIES:**

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

**19.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.

## **20.NAME OF THE PROJECT:**

The Project to be developed by the Promoter in the Schedule A Property is named as “**OCTAVIUS**”, which shall not be changed / altered by the Allottee/s and/or the Association of Allottee/s 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.

## **21.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/s 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.

## **22.USAGE and LIMITED USAGE RIGHTS:**

22.1The 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/s. The Allottee/s agree/s 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/s of the car parking spaces; The Car parking areas provided in the Schedule A Property are for the benefit of all the Allottee/s of the apartments in the Building OCTAVIUS, and such other building as may be required to be shared. The Car parks are allotted to each of the Allottee/s 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 Allottee/s of the other apartments. In view of the same the Allottee/s has/have agreed to enjoy the Car parking areas specifically earmarked for him/her/them. The Allottee/s has/have irrevocably authorized the Promoter to earmark Car parks to each of the Allottee/s of the apartments in the mutual interest of one and all in order

to maintain peace, cordiality and harmony among the Allottee/s of the Building OCTAVIUS and to avoid day to day parking problems. The Allottee/s declare that he/she/they/it 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/s agree/s and bind/s himself/herself/themselves/itself to indemnify and keep the Promoter indemnified from such claims and demands at all times. In view of the specific declaration by the Allottee/s 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/s who specifically apply for the same and the Allottee/s shall not object to such allotment. The parking space earmarked to Allottee/s is/are for exclusive use and enjoyment by Allottee/s and the Allottee/s shall not have/has 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/s by the Promoter is binding on the Allottee/s and agree to use the same without any objection. The Promoter shall, upon completion of the Building OCTAVIUS 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/s has/have agreed not to hold the Promoter liable or responsible for any disturbance in enjoyment of Car Parking area. The Allottee/s has/have agreed for earmarking the car parking subject to what is stated above and hence the Promoter have earmarked accordingly.

**22.2 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. The Allottee/s 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 Allottee/s for rendering maintenance services.

### **23.COMPLIANCE OF LAWS, NOTIFICATIONS ETC BY THE ALLOTTEE/S**

The Allottee/s is/are 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/s 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 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.

### **24.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 Building OCTAVIUS plan has been approved by the competent authority(ies) except for as provided in the Act.

### **25.APARTMENT OWNERSHIP ACT**

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

### **26.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 apartment/plot/building, as the case may be.

### **27.RIGHT TO AMEND**

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



## **28.PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S**

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 Allottee/s /transferees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

## **29.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/s 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/s that exercise of discretion by the Promoter in the case of one Allottee/s shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee/s.

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.

## **30.SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of this 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 there under 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.

### **31.METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

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

### **32.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.

### **33.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/s. After this Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution, this 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.

### **34.NOTICES**

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

1. SENTHIL KUMAR S (Name of Allottee)

203 , DEVENDRA APARTMENT , AIBEA NAGAR , THIRUVANMIYUR  
CHENNAI, Tamil Nadu, 600041 (Allottee Address)

2. S.KALPANA DEVI (Name of Allottee)

NO.4 , PRESIDENT POINCARE STREET ,  
KARAMANIKUPPAM,  
PUDUCHERRY, Puducherry, 605004 (Allottee Address)

3. AROULARASSY APPAR (Name of Allottee)

203 , DEVENDRA APARTMENT , AIBEA NAGAR , THIRUVANMIYUR  
CHENNAI, Tamil Nadu, 600041 (Allottee Address)

**M/s HIRANANDANI REALTORS PRIVATE LIMITED**

Address: No. 514, Dalamal Towers,  
Nariman Point, Mumbai- 400 021,  
Site Office at 5/63, Old Mahabalipuram Road (Rajiv Gandhi Salai),  
Egattur Village, Thalambur Post, Thiruporur Taluk,  
Chengalpattu District, Chennai - 600130

It shall be the duty of the Allottee/s 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/s, as the case may be.

**35.JOINT ALLOTTEE/S**

That in case there are Joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s 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 Allottee/ss.

**36.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.

**37.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 Real Estate (Regulation & Development) Act and its connected rules and regulations.

### **38.STAMP DUTY**

The Allottee/s shall as applicable under law, come forward for the registration of this Agreement, and all stamp duty, registration charges, legal expenses and all other miscellaneous and incidental expenses for the registration of this Agreement and the sale deed in the future, including additional stamp duty, if any, registration fee of any other charges that may be demanded by the appropriate authority, present and future shall be borne by the Allottee/s.

## SCHEDULE – A PROPERTY

**(Description of the Land on which the said Building OCTAVIUS is constructed/to be constructed)**

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

<b>Sl. No.</b>	<b>Survey Number</b>	<b>Total Extent (In Sq. Mtr.)</b>	<b>Total Extent (In Sq.ft)</b>
1.	4/3 part	647.34	6968
2.	4/4 part	354.07	3811
3.	5 part	306.52	3299
	<b>TOTAL</b>	<b>1307.93</b>	<b>14078</b>

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

North by:Balance land comprised in Survey No. 4/3 part and 5 part

South by:Balance land comprised in Survey Nos. 5 part and 4/4 part

East by:Balance land comprised in Survey No. 4/4 part and 4/3 part

West by:Balance land comprised in Survey Nos. 5 part

situate within the Registration District of “Chengalpattu” and Sub-Registration District of “Thiruporur”.

**SCHEDULE B PROPERTY**

**(Description of Apartment)**

Apartment bearing No. **Octavius - 205**, having carpet area of **1055.73** square feet, along with **31.75** sq ft of appurtenant deck/balcony in the **2nd** Floor of Building bearing No.**205** in the Approved Plans being in Wing No., in the Residential Apartment Building known as “OCTAVIUS” within the township of “House of Hiranandani, Egattur – OMR” Project

**SCHEDULE C PROPERTY**

**(Description of Undivided Share of land (“UDS”) to be conveyed to the Allottee/s)**

**147.14** sq ft equivalent to **13.67**Sq.mtrs of undivided share of land in the SCHEDULE “A” PROPERTY”

## **SCHEDULE D**

### **(Schedule of Payment)**

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

**Payment Terms:**

Particulars	%
Booking Amt	10
After Execution of Agmts	10
Installment 1	20
On Completion of 7th Slab	4.2
On Completion of 8th Slab	4.2
On Completion of 9th Slab	4.16
On Completion of 10th Slab	4.16
On Completion of 11th Slab	4.16
On Completion of 12th Slab	4.16
On Completion of 13th Slab	4.16
On Completion of 14th Slab	4.16
On Completion of 15th Slab	4.16
On Completion of 16th Slab	4.16
On Completion of 17th Slab	4.16
On Completion of 18th Slab	4.16
Possession + other charges	10

**IN 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 –**

**WITNESS:**

1.

Promoter

2.

Allottee



# ANNEXURE I

## Floor Plan of the Apartment



OCTAVIUS FLOOR PLAN



## ANNEXURE II

- Survey No 4/3 purchased *vide* Sale Deed dated 13.06.2006 bearing No 5221 of 2006.
- Survey No 4/4 purchased *vide* Exchange Deed dated 22.05.2006 bearing No 4526 of 2006.
- Survey No. 5 purchased *vide* Sale Deed dated 15.10.2005 bearing No. 6924 of 2005
- A Scheme of Amalgamation approved by the High Court of Judicature at Mumbai by an Order dated 13<sup>th</sup> February 2009 in Company Petition No. 878 & 879 of 2008

### ANNEXURE III

#### **List of Specifications**

<b>Amenities</b>	
<b>Flooring</b>	Vitrified tiles for living / bedrooms / dining / kitchen / internal corridor
<b>Entrance Hall</b>	Granite lift jambs, combination of vitrified tile and / or eng. marble for flooring and dado  combination of vitrified tile and marble for flooring and dado
<b>Lift Lobby</b>	Vitrified tile flooring & skirting with Granite lift Jhambs & Acrylic paints on walls & ceiling
<b>Elevators</b>	High speed automatic elevators
<b>Doors</b>	1. Flush doors with high quality fittings 2. Main door with Veneer & Melamine polish. Other doors with Enamel paint
<b>Windows</b>	1. Powder Coated aluminum sliding windows
<b>Balcony/Decks</b>	Balcony/Decks with matt finish vitrified tiles
<b>Kitchen</b>	1. Granite platform with stainless Steel sink 2. Base unit cabinets about 2 feet height tiles above counter 3.Provision of water purifier in kitchen
<b>Toilets</b>	1. Concealed Plumbing 2. Provision for heater and exhaust fan 3. Floor mounted EWC 4.Toilet fittings with Provisions for hot/cold water
<b>Water Supply</b>	Underground / Overhead storage tanks of suitable capacity with pumps

<b>Plumbing</b>	<ol style="list-style-type: none"> <li>1. Corrosion resistant plumbing system</li> <li>2. Good quality PVC drainage &amp; Storm water pipes</li> <li>3. Pressure testing carried out for plumbing system</li> </ol>
<b>Electrical</b>	<ol style="list-style-type: none"> <li>1. Ample points with modular switches &amp; concealed conduits for power, lighting &amp; fans and good quality copper wiring</li> <li>2. Split A/C point in living / dining and bed rooms.</li> <li>3. ELCB &amp; circuit breakers of suitable capacity</li> </ol>
<b>Generator backup for the Building</b>	<ol style="list-style-type: none"> <li>1. Backup for common areas, lighting, lifts at cost</li> <li>2. Power backup for lighting, at cost up to 1000W in each apartment</li> </ol>
<b>Fire Fighting for the Building</b>	U.G. & O.H tanks for fire fighting with pumps & wet riser
<b>Telephone</b>	<ol style="list-style-type: none"> <li>1. Telephone points in living, dining &amp; bedrooms</li> <li>2. Intercom facility from all apartments to security guards at the main entrance</li> </ol>
<b>Television</b>	Internal wiring for Cable or DTH TV
<b>Water Proofing &amp; Termite Control</b>	<ol style="list-style-type: none"> <li>1. Terrace &amp; Toilet water proofing</li> <li>2. Termite control provided in foundation</li> </ol>
<b>Structure</b>	RCC Framed Structure
<b>Staircase</b>	Kota or equivalent for flooring with skirting and Acrylic paints for walls

*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 IV**

**Common Areas and Amenities** The Allottee/s understands and accepts that no exclusive right is created in his/her/their favour with respect to the Common Areas and Amenities mentioned hereunder. The Allottee/s along with the other apartment owners shall be jointly entitled to enjoy the benefits of usage of the Common Areas and Amenities and shall be jointly or through the Association of Owners be obliged to maintain the same.

- i. Staircases for the Building
- ii. Lifts for the Building
- iii. Lobbies for the Building
- iv. Passages in the Building
- v. Access to the Building
- vi. STP (dedicated)
- vii. Diesel Genset (DG) (for Common Area and Amenities)
- viii. WTP (Shared)

**ANNEXURE V**  
**Access to Facilities**

**CLUB HOUSE:**

1. The Promoter shall provide access to the existing Club House having the following facilities such as (i) Swimming Pool (ii) Gymnasium (iii) Squash & Badminton Court (iv) Aerobics center (v) Spa & Salon (vi) Table Tennis (vii) Tennis Court (viii) Café (ix) Locker rooms near sports facilities and/or such amenities as may be desired by the Promoter. The Allottee/s by virtue of his/her/their/its ownership of the Apartment stands eligible for a membership into the Club House subject to payment of the necessary one time membership payment, annual subscription charges, usage charges and non-usage charges in respect of the availing of facilities, as may be provided by the Promoter.
2. The Allottee/s agree/s and consent/s, that the Promoter, at its sole discretion, shall have the right to transfer/assign the ownership of the Club House to any agency, firm, corporate body, organization, association, group company or any other person and replacements thereof from to time (hereinafter referred to as 'Facility Management Company').The ownership of the Club House facilities, amenities, equipment etc., shall always remain with the Facility Management Company/ Promoter. The Allottee/s shall be responsible for the payment of maintenance/ usage charges of the said Club House and its facilities which shall be charged from the Allottee/s along with the other users of the said facility as determined by the Facility Management Company/Promoter.
3. 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.
4. 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/s shall have no right to interfere in the said manner of usage or cause any form of objection, hindrance or nuisance."

5. The Allottee/s agrees that in the event of the Apartment being the Schedule B 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 Apartment being the Schedule B Property being the Apartment would be entitled to use the said Club.
6. In the event of the 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 Apartment shall be entitled to the use of the said Club .
7. In case of inheritance of the Apartment, then in that event, the person inheriting and occupying the Apartment shall be entitled to membership of the said Club.
8. In the event of there being any co-owner of Apartment then in that event such co-owners occupying the Apartment will be entitled to the use of the Club. In any other case like tenancy, lease, license etc, the occupier of the Apartment will be entitled to the use of the Club.
9. The Promoter shall have a perpetual right of ingress and egress to the Club House by using the roads and other facilities in the 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.
10. 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 Apartment. The Allottee/s shall take possession of the Apartment even if the Club House and above facilities are not complete or non-operational.