

## **AGREEMENT FOR SALE**

This **AGREEMENT FOR SALE** (“**this 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 thereof be deemed to mean and include their successors in title and interest, assigns and nominee/s) as a **PARTY OF THE ONE PART**.

**AND**

**1. Mrs. ALMAS SIVASANKAR, Aadhar No. 567503874634, W/o R SIVASANKAR, aged about 44 years, residing at 141 , 14TH FLOOR, KALPATARU REGALIA, GOREGAON WEST ,, 400104, having Income Tax P. A. No. AKRPR5561L**

(• to be filled in in case of joint Allottee/s)hereinafter singly/jointly as the case may be, referred to as the “**Allottee/s**” (which expression shall, unless repugnant to the context or meaning thereof be deemed to include his/her 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 (previously “Chengalpattu Taluk”), Chengalpattu District (previously “Kancheepuram District”) (hereinafter referred to as the “Larger Lands”).

**B.** The Promoter is the absolute and lawful owner of lands admeasuring all that pieces and parcels of lands admeasuring in aggregate 22445 sq. ft. or thereabouts being 2085.12 sq.mts or thereabouts, comprised in Survey No. 4/4 part, Survey No.18 part, and Survey No.21/1 part, situate, lying and being at Egattur Village, Thiruporur Taluk, Chengalpattu District, more particularly described in the “Schedule A” written hereunder forming the part of the Larger Lands and as demarcated in the plan annexed hereto as Annexure - 1 (hereinafter referred to as “**the “Schedule A Property”**”).

**C.** And whereas the Schedule A Property forming the part of the Larger Lands originally belonged partly 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 their 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 above M/s. Stonewood Constructions Private Limited. The list of the Sale Deeds/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 and /or non-residential buildings, villas, common compound, entrances, lobbies, staircases, passage and in accordance with the said scheme of development, persons desirous of owning an apartment in the 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(“RERA 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 apartment buildings, enclaves of Villas, 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 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 9 (Nine) towers by the name Oceanic, Edina, Bayview, Sinovia, Tiana, Amalfi, Anchorage and VERONA 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 Act and RERA Rules.

**I.** The Promoter has obtained requisite sanctions, authorizations, consents, no objections, permissions and approvals from the appropriate authorities for construction and development of the Larger Lands (Vide Planning Permit No.17/2020 dated 19.11.2020 with proceedings Na.Ka.2081/2020/MLPA/CD-5 dated 19.11.2020 from Mamallapuram Local Planning Authority (“MLPA”), along with Building Permit issued by the Muttukadu Panchayat 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 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.

**J.** The Promoter now proposes to continue development of the Larger Lands/Complex into further multiple phases/clusters/projects in a further phased manner and out of the Development Plan, for the purposes of the Act, identified the Building No.51 on the Development Plan by the name “**VERONA**” (and hereinafter “**the Building**” or also referred to as “**the Project**”) 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 **VERONA** comprising the Building shall be constructed on the Schedule A Property being all that part and parcel of lands admeasuring in 22445 sq. ft. or thereabouts being 2085.12 sq.mts or thereabouts, comprised in Survey No.4/4 part, 18 part and Survey No.21/1 part situate, lying and being at Egattur Village, Thiruporur Taluk, Chengalpattu District, and morefully described in the Schedule A hereunder, hereinafter referred to as the **Schedule A Property**.

**K.** The above Project presently comprises the Building named **VERONA**, being 1 (one) Tower, consisting of two levels of basements (which may be shared with other buildings), stilt plus 18 (eighteen) residential floors, having 178 residential apartments. The Promoter has registered the Project with the Real Estate Regulatory Authority at Chennai ("Authority") under the provisions of Section 5 of the RERA Act read with the provisions of the RERA Rules. The Authority has duly issued Certificate of Registration No. TN/01/Building/0425/2021 dated 20.12.2021. The various phases, including the Project, in which 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 favor 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. Inter alia the Allottee/s hereby give/s his/her/their/its express written consent vide this Agreement for all amendments to the Sanctioned Plans and future development in the Complex.

**L.** The Allottee/s has 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.

**M.** The Allottee/s has prior to the date hereof scrutinized / verified the Sanctioned Plans and all other sanctions, authorizations, consents, no objections, permissions and approvals issued by the appropriate authorities and is satisfied with the ability of the Promoter to construct the Building on the Schedule A Property and the statutory compliance with regards to the development of the Building. 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.

**N.** The Allottee/s have/has understood and agreed to the Schedule of Payment annexed hereunder as "Annexure 3"

**O.** The Allottee/s/s after satisfying himself/herself/themselves/itself with regard to the title of the the Schedule A Property and after perusal of all the orders and various permissions, sanctions and approvals mentioned hereinabove, the Allottee/s has applied to the Promoter

*vide* Booking Application dated **30-12-2023** for the construction and allotment of an apartment in the Building being constructed on the Schedule A Property and the Promoter has agreed to sell to the Allottee/s Apartment No. **Verona - 1508** having carpet area of **67.37** sq mts. equivalent to **725.17** sq. ft. along with an exclusive Balcony /Deck area admeasuring **3.33** sq mts. equivalent to **35.84** sq. ft on the **15th** floor (hereinafter referred to as “**the Apartment**”) of the Building No. 51 as per the Development Plan, and known as “**VERONA**” (hereinafter referred to as “**the Building**”). The Promoter have agreed to transfer to the Allottee/s “undivided share of land”, in and out of the Schedule A Property, “**Undivided Share**” (hereinafter referred to as “**UDS**”) admeasuring **9.61** sq. mts. equivalent to **103.42** sq. ft. and more particularly described in the **Schedule B** hereunder, hereinafter referred to as “**Schedule B Property**”. "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: 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.

**P.** 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 constructed / to be constructed.

**Q.** 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 judgement 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 a part of the Promoter’s obligations under this Agreement.

**R.** 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 Schedule A Property in general and the Complex/ Project/ Apartment, and this Agreement in particular and that the Allottee/s has clearly understood his/her/its/their rights, duties, responsibilities, obligations and undertakes to abide by all the terms and conditions and stipulations contained hereunder in each and all of the clauses of this Agreement.

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

**T.** 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, assurances, 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 Agreement for Sale and shall be read, understood and construed accordingly.**

## **1.SATISFACTION OF THE TITLE**

The Promoter covenants that they are the sole and absolute Owner of the Schedule A Property forming the part of the Larger Land/Complex and are absolutely entitled to the same. It is confirmed by the Allottee/s that prior to the execution hereof, the Allottee/s has/have got himself/herself/themselves/itself examined, verified all the title documents, orders and various permissions, sanctions and approvals mentioned hereinabove and 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 respect and subsequent thereto the Allottee/s being satisfied about the right, title and interest with respect to the Schedule A Property and has/have unconditionally agreed and accepted the same to be clear and marketable and free from all kinds of encumbrances and marketable title of the Promoter. The Promoter confirms that as on date they are in absolute possession of the Schedule A Property

## **2.CONSIDERATION**

2.1 The Promoter agrees to transfer and convey Schedule B Property hereunder in favor of the Allottee/s for the **“Total Sale Consideration”** of Rs **775650/-** (Rupees **Seven Lakh Seventy Five Thousand Six Hundred and Fifty**only) payable as follows:

(a) Prior to 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 Total Sale Consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s as Booking Amount /part Booking Amount (the payment and receipt whereof the Promoter doth hereby admit and acknowledge at the foot of these presents);and

(b) the Allottee/s has/have agreed to pay to the Promoter the balance of the Total Sale Consideration in the manner hereinafter appearing in **Annexure“3”** annexed hereto and applicable taxes and other charges as mentioned in **Annexure “3”**The Allottee/s agrees and accepts that 10% of the Total Sale Consideration shall be treated as Booking Amount as per RERA Act; TIME SHALL BE AN ESSENCE with regard to the above mentioned obligation of the Allottee/s to make payment as per the Payment Plan more particularly provided in **Annexure“3”**.

2.2 The payments under this Agreement towards Total Sale Consideration or any payments are exclusive of payment of GST and/or any other taxes as are levied or which may be levied hereafter either by Central Government and/or State Government and/or any Public Authority. The Allottee/s hereby agree/s and consent/s that in the event, the rate of GST or such other applicable taxes being revised in future before grant of Occupation Certificate (OC) and/or payment of full consideration, the Allottee/s will be liable to make payment of such additional GST or such other applicable taxes based on revised rates on the such payments.

2.3. The Allottee/s is/are aware that the Allottee/s is/are liable to deduct the applicable Tax Deduction at Source (TDS) at the time of making of any payment or credit of any sum to the account of the Promoter, whichever is earlier in accordance with section 194IA in the Income Tax Act, 1961 or such other act as may be applicable from time to time. Pursuant to deduction of tax at source and payment of the same to the Government, the Allottee/s/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income



Tax Act, 1961. The Allottee/s is/are also aware that the TDS shall be payable on the gross amount of the Total Consideration or part thereof, excluding the GST or any such other taxes payable thereon by the Allottee/s.

### **3.NATURE OF RIGHT OF USAGE**

3.1 It is agreed that the rights to the ownership of the said Building constructed / to be constructed on the Schedule A Property shall be held jointly by all the apartment owners/Association/Society formed in the said Building with each Allottee/s of them having proportionate undivided share of lands and ownership in the Schedule A Property as per the terms and conditions herein and to be contained in the Sale Deed to be obtained from the Promoter.

3.2 **No Ownership in the balance land in the Complex:** The Allottee/s shall not be entitled to claim any right or interest or title of whatever nature in respect of rest of the land/or areas or development in the Complex being the HOUSE OF HIRANANDANI-EGATTUR, OMR. The Promoter is free and entitled to carry on any development activities at any time in the Complex as they deem fit and the Allottee/s/s will not have any right to object against such development or claim any interest therein.

3.3 The specific and general rights arising out of this Agreement in favor of the Allottee/s are confined only with respect to the Schedule "B" Property and the Allottee/s shall not be entitled to claim any right or interest or title of whatever nature in respect of rest of the Schedule A Property and/or areas of development in the said Complex being the HOUSE OF HIRANANDANI-EGATTUR, OMR. The Promoter is free and entitled to carry on any development activities at any time as they deem fit and the Allottee/s will not have any right to object against such development or claim any interest therein.

3.4 **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/s 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.

**3.5 Right to use the common areas, amenities and facilities:** Subject to the timely payment of maintenance charges, club membership fees and other charges as applicable and as per the terms of this Agreement for Sale and the Construction Agreement, the Allottee/s shall get the right to use the common areas, amenities & facilities within the Schedule A Property along with the other occupants of the Verona and the right to use the common areas, amenities & facilities within the Larger Lands/Complex shall be along with the other occupants, maintenance staff, etc., of the Larger Lands/Complex. The Allottee/s further agree/s that the Allottee/s shall use the common areas, amenities and facilities of the Project along with the other occupants of the Verona and the common areas, amenities and facilities of the Larger Lands/ Complex 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, Larger Lands/Complex to the association of allottees / Apex Body/Federation formed by the association of allottees / society, after the completion of the last unit of the Complex or exit from the Complex, whichever is later. The common areas, amenities and facilities in the Project and Larger Lands are subject to such rules and regulations as are prescribed by the Promoter or association of allottees/Apex body/Federation to be followed by all the owners/occupiers of the Apartments in the Project.

#### **4.NO RIGHT TO PARTITION**

This Agreement for Sale of the Schedule B Property is only to enable the Allottee/s to get constructed the Apartment and as such the Allottee/s shall not seek partition or division or separate possession in respect of any portion of the Schedule B Property under any circumstances; It is made clear by the Promoter and the Allottee/s agree/s that the apartment and the corresponding UDS along with the allotted Parking space shall be treated as a single indivisible unit for all purposes.

#### **5.ALLOTTEE/S’S COVENANTS WITH RESPECT TO RIGHTS OF THE PROMOTER:**

5.1 The Allottee/s shall have no right whatsoever to obstruct or hinder, on any ground the progress of the construction of the Building / Project development activities or any party thereof done/ to be done by the Promoter herein in any other parts of the HOUSE OF HIRANANDANI – EGATTUR, OMR.

5.2 The Allottee/s agrees that the Promoter will be entitled to free uninterrupted access, at any point of time for the development of the remaining phases of the development through all the common areas of the Schedule A Property and HOUSE OF HIRANANDANI – EGATTUR, OMR.

5.3 The Allottee/s is/are fully aware that the Promoter is developing / will be developing the remaining lands of the HOUSE OF HIRANANDANI – EGATTUR, OMR or any additional lands after excluding the area on which the Development is being done taking into consideration of the change in FSI norms or purchase of TDR if applicable. The Allottee/s covenants and assures the Promoter that they have no objection to the Promoter taking up the development of the remaining lands of the Complex i.e. the HOUSE OF HIRANANDANI – EGATTUR, OMR **or** in developing any additional lands **and/or** applying for the sanctions and/or permission **or** renewed sanctions and/or permissions for the development on the remaining lands of the Complex i.e. the HOUSE OF HIRANANDANI – EGATTUR, OMR **or** in utilizing any unutilized FSI from the Schedule A Property, on or within any part of the Complex i.e. the HOUSE OF HIRANANDANI – EGATTUR, OMR.

5.4 Provided further, it is expressly agreed between the Promoter and the Allottee/s that the Promoter shall be entitled to utilize and enjoy either personally or through any nominee/s all developable areas and /or additional developable benefits that may be available in respect of the Schedule A Property from time to time including additional FSI benefits that may be available for the development due to the change and / or otherwise of the development related rules including by utilizing the same elsewhere in the Complex i.e. the HOUSE OF HIRANANDANI – EGATTUR, OMR, as the Promoter may deem fit and necessary.

5.5 The Allottee/s further agrees and covenants that the Promoter and/or any one claiming through them shall have the right of usage of the common amenities within the Schedule A Property as may be necessary for and applicable to, (including the right to use the roads, right to draw water, right to access sewerage, right to connecting electricity lines, data, voice, etc. lines and cables as the case may be) the balance of the Development undertaken

by the Promoter in the remaining lands of the Complex, i.e. the HOUSE OF HIRANANDANI – EGATTUR, OMR or on any additional lands that may be acquired for the purposes of the Complex.

5.6 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.

5.7 It is further clarified that the Promoter has not intended to convey any right, title or interest in any manner whatsoever to the Allottee/s in any land falling outside the Schedule B Property and/or with regard to any present or future construction that may take place on lands outside the Schedule A Property.

5.8 The Allottee/s shall have no right or authority or interest of any nature whatsoever in the developments envisaged in the remaining portions of lands in the Complex i.e. the HOUSE OF HIRANANDANI – EGATTUR, OMR, and the same are specifically excluded from the scope of this Agreement.

5.9 The Allottee/s acknowledge/s that other than the Schedule B Property, the ownership of the balance lands and unsold apartments, including within the Schedule A Property, and the

facilities and amenities appurtenant thereto, shall vest solely with Promoter and / or their transferees and they alone shall have absolute right and authority to deal with the same, including their usage and manner / method of use, disposal etc., creation of rights in favor of any other person by way of sale, lease, leave and license, serviced apartments scheme, joint venture, collaboration or any other mode.

5.10 The Promoter as aforesaid will develop other buildings in phased manner in the balance portions of lands in the Complex, i.e. the HOUSE OF HIRANANDANI – EGATTUR, OMR, and reserve easementary rights in perpetuity in the roads and other passages leading to each of the buildings and other development/s in the said Complex i.e. the HOUSE OF HIRANANDANI – EGATTUR, OMR, for themselves. The perpetual easementary right of access created as aforesaid, is a restrictive covenant which runs with the Larger Lands and is irrevocable under any circumstances whatsoever and the Allottee/s shall not have the right to question such use and enjoyment of roads and passages and other amenities and facilities in the Complex i.e. the HOUSE OF HIRANANDANI – EGATTUR, OMR by the Promoter and/or their transferees and / or persons claiming under them. In addition to the above, the Allottee/s/s agrees that no rights are created in favor 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. *Inter alia* the Allottee/s hereby gives his/her/their/its express written consent vide this Agreement for all amendments to the Sanctioned Plans and future development.

## **6.PROMOTER’S COVENANTS:**

6.1 The Promoter covenant with the Allottee/s as follows:

(i) That the Schedule B Property when conveyed to the Allottee/s shall be free from any charge, attachment, encumbrances of any kind;

(ii) That the Promoter is the absolute owner of the Schedule A Property and that its title thereto is good, marketable and subsisting and they have the power to convey the same and right to carry on the Development as per the scheme of development;

(iii) That Promoter agree to do and execute or cause to be executed all acts, deeds and things, as may be required by the Allottee/s for more fully and perfectly assuring the title of the Allottee/s to the Schedule B Property;

(iv) That the Promoter will pay all taxes, rates and cesses in respect of the Schedule A Property up to the date of intimation of the said Apartment being ready for possession or till the date of registration of the Sale Deed, whether possession is taken or not, whichever is earlier

6.2 The Promoter hereby further covenant with the Allottee/s that the Promoter shall not encumber, create a charge over or otherwise deal with the Schedule "B" Property or any part thereof in a manner contrary to the terms of this Agreement. The Promoter hereto shall not enter into any agreement in respect of the Schedule 'B' Property with any other person/s during the subsistence of this Agreement.

## **7.ALLOTTEE/S'S FURTHER COVENANTS**

The Allottee/s covenants and undertakes with the Promoter as follows:

7.1 That the Allottee/s shall not be entitled to claim conveyance of the Schedule B Property until the Allottee/s fulfils and performs all the obligations and completes all payments under this Agreement and the Construction Agreement;

7.2 That the Allottee/s has/have satisfied with the title of the Promoter relating to the Schedule A Property. The Allottee/s has/have studied the Scheme of Development and the right of the Promoter to develop the HOUSE OF HIRANANDANI – EGATTUR, OMR in phased manner and the Promoter's right to receive the consideration under this Agreement and the Construction Agreement. The Allottee/s after taking legal advice and after being satisfied with the title and having understood the Scheme of Development and the rights of the Promoter's, has entered into this Agreement and the Construction Agreement.

7.3 The Allottee/s hereby covenants and agrees that the consideration agreed herein is based on the mutual negotiations between the Allottee/s and the Promoter, the Allottee/s shall have

no right to renegotiate on the consideration in comparison with the other Allottee/s of the apartments within the said Building VERONA or the other parts of the Complex i.e. the HOUSE OF HIRANANDANI – EGATTUR, OMR for whatsoever other reasons may be.

7.4 The right of the Allottee/s to purchase the Schedule B Property shall be subject to the Allottee/s engaging the Promoter for construction of the Apartment through the Promoter by entering into a Construction Agreement in accordance with the scheme of development formulated by the Promoter.

7.5 That the Allottee/s is / are fully aware that the Development is being done in phases / stages and that the construction of all the buildings/blocks will not be completed at the same time. The Allottee/s is / are also aware and agrees that the common amenities and facilities in the Complex, i.e. the HOUSE OF HIRANANDANI – EGATTUR, OMR shall be completed in a phase wise manner and by the end of the complete Development and not at the time of completion of the building named 'VERONA' to be constructed on the Schedule A Property. The delay in the completion of the common amenities and facilities in the said Complex i.e. the HOUSE OF HIRANANDANI – EGATTUR, OMR shall not give any right to the Allottee/s to claim any damages from the Promoter.

7.6 The Promoter reserves the exclusive and absolute right, power and authority to develop the remaining portions of lands of the HOUSE OF HIRANANDANI – EGATTUR, OMR, in various stages from time to time and retain portions of lands thereof for any purpose and exploit the same now or later and deal with the same in the manner it deem fit in which neither the Allottee/s nor the other Allottee/s of Apartments within the Building VERONA or any other buildings in the Complex i.e. the HOUSE OF HIRANANDANI – EGATTUR, OMR, shall have any right for objection or concern therein.

7.7 The Allottee/s agrees that the execution of the Construction Agreement with Promoter and timely payment of installments as per the payment schedule in the respective agreements executed under the Scheme of Development shall be condition precedent for purchase of the Schedule B Property.

7.8 The Allottee/s, without the prior written consent of the Promoter shall not have the right in any way to assign or transfer the interest under this Agreement and the Construction Agreement at any time before registration of Sale Deed for the Schedule B Property.

7.9 The Allottee/s hereby agrees that the assignment of the Allottee/s's right under this Agreement to any third party shall be subject to the prior written permission of the Promoter and further agrees to pay to the Promoter an Assignment fee of 15% of Total Sale Consideration excluding the applicable taxes, (hereinafter "**Assignment Fee**").

## **8.PROMOTER'S FURTHER ASSURANCES**

8.1 The Promoter will not convey or cause to be conveyed to any person any interest in the Schedule A Property, without incorporating the covenants and stipulations as are agreed to and undertaken as between the Promoter and the Allottee/s as per this Agreement; TIME SHALL BE AN ESSENCE with regard to the above mentioned obligation of the Allottee/s to make payment as per the Schedule of Payment mentioned in Clause 1 hereinabove.

8.2 All payments to be paid under this Agreement by the Allottee/s to the Promoter, apart from the loan amount if any, shall be paid directly by the Allottee/s to the Promoter. Any loan amounts 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. Notwithstanding whether the loan is obtained or not, the Allottee/s shall 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 amounts, the Allottee/s shall be liable for the consequences including delayed payment charges on the outstanding payment and the right to terminate as provided in this agreement.

8.3 It is hereby expressly agreed to by and between the Parties hereto that all agreements entered into between the Parties herein are separate and distinct but default in one shall be construed as default in the other and the rights and obligations of the Parties shall be determined accordingly. Further the Parties agree and confirm that this Agreement shall stand automatically terminated in the event of termination of any one of the Agreements entered into between the Parties under the Scheme of Development.

8.4 The Allottee/s shall come forward for registration of this Agreement / Construction Agreement / Sale Deed, at the request of the Promoter and 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 Allottee/s and the Promoter including legal expenses and all other miscellaneous and incidental expenses for registration of this Agreement / Construction Agreement / Sale Deed in future, including additional stamp duty, registration fee or any other charges, if any, that may be demanded by the appropriate authority at present and in future, shall be borne by the Allottee/s alone and the Promoter is neither liable nor responsible for the same in any manner whatsoever.

## **9. DEFAULT BY THE ALLOTTEE/S AND ITS CONSEQUENCES**

9.1 In the event of the Allottee/s failing to pay the aforesaid sums, in the manner provided in Clause 1 or cancel/withdraw from the Project except for the default of the Promoter, then the Promoter at its sole their discretion after due notice of 15 days to the Allottee/s is entitled to cancel this Agreement and re-allot the Schedule B property to third another party and the Allottee/s shall thereafter have no right, interest or claim over the Schedule B Property. Consequent to such termination, subject to forfeiture of the Booking Amount, applicable taxes and charges, the Promoter shall refund the monies collected from the Allottee/s within 90 days of such cancellation without interest, simultaneous to and subject to the Allottee/s executing and registering the deed of cancellation and such other documents and/or writings to record the cancellation of this Agreement and/or Construction Agreement 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 said 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.

9.2 The Parties hereby confirm that this Agreement and the Construction Agreement of even date entered into by the Allottee/s shall co-exist or co-terminate.

9.3 That the Promoter shall pay land taxes (if applicable), levies, rents, public charges and other payable in respect of the Schedule B Property hereunder upto the date of intimation/invitation to come forward for Registration of the Sale Deed or delivery of possession of the Apartment to the Allottee/s, whichever is earlier. The Allottee/s shall be liable to pay the said taxes, rates, levies, etc., from the date of registration of Sale Deed or delivery of possession of the Apartment to the Allottee/s, or from the end date of the offer made to take the possession after receipt of occupancy certificate, whichever is earlier.

9.4 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.

#### **10.PROPERTY TAXES:**

The Promoter will pay property taxes in respect of the Apartment till the date of execution of Sale Deed or till obtaining of the Occupation certificate and giving the final intimation as to the completion of the Apartment and calling the Allottee/s to execute the sale deed and expiry of the time provided in that intimation, whichever is earlier. The Allottee/s shall be liable to pay the said taxes and assessments thereafter. It is clarified that the Promoter is not responsible for payment of betterment charges, cesses, levies, duties, taxes (or by whatever name it may be called) etc., which may be levied by the government/ statutory authorities at later stage subsequent to this date and the same shall be paid by the Allottee/s.

#### **11.NOTICES**

11.1 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. ALMAS SIVASANKAR (Name of Allottee)

141 , 14TH FLOOR, KALPATARU REGALIA, GOREGAON WEST ,

, 400104 (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

11.2 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.

**12. JOINT ALLOTTEES**

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

**13.PROMOTER'S DISCRETION:**

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 Schedule of 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/ss.

**14.NON-WAIVER:**

Failure on the part of the Promoter to enforce at any time or for any time period 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.

## **15.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 the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made 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.

## **16.RIGHT TO AMEND**

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

## **17.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.

## **18.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 the 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.

## **19.DISPUTE RESOLUTION**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the

respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

## **20.STAMP DUTY**

The Allottee/s shall come forward for the registration of this Agreement, at the request of the Promoter 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 VERONA 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.mts.)</b>	<b>Total Extent (In Sq.ft.)</b>
1	4/4 part	1879.22	20228
2	18 part	32.49	350
3	21 part	173.41	1867
	<b>TOTAL</b>	<b>2085.12</b>	<b>22445</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. 4/4 part
South by:	Balance land comprised in Survey Nos. 4/4 part, 21/1 part and 18 part
East by:	Balance Land comprised in Survey Nos. 4/4 part, and 21/1 part
West by:	Balance land comprised in Survey Nos. 4/4 part, 18 part and 21/1 part

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

## **SCHEDULE B PROPERTY**

(Extent of land proposed to be conveyed to the Allottee as Undivided Share of the Schedule A Property)

**103.42 sq. ft**, equivalent to **9.61 sq. mtrs.** of undivided share within and out of the above mentioned Schedule A Property.

The present Market value of the Schedule B Property is **Rs. 775650**

**IN WITNESS WHEREOF THE PROMOTER AND THE ALLOTTEE HEREIN  
HAVE SET THEIR RESPECTIVE HANDS, SEAL AND SIGNATURES TO THIS  
AGREEMENT OF SALE ON THE DAY, MONTH AND YEAR FIRST ABOVE  
WRITTEN:**

**Promoter**

**HIRANANDANI REALTORS PRIVATE LIMITED**

**Allottee**

**WITNESSES\_**

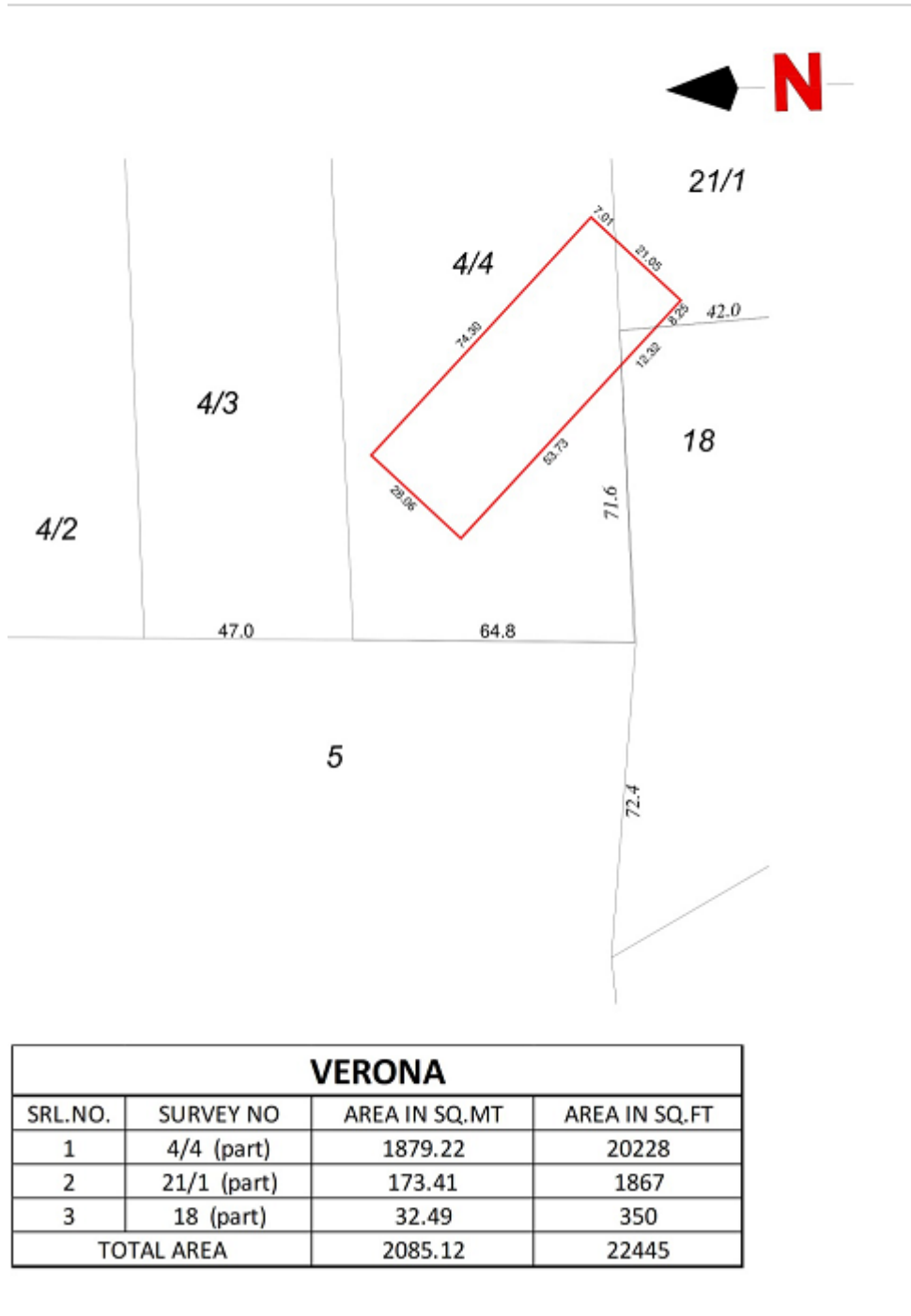
1.

2.



## ANNEXURE I

(Plan showing demarcation of Schedule “A” Property)



**ANNEXURE -2**

**(List of Documents)**

- Survey No 4/4 purchased *vide* Exchange Deed dated 22.05.2006 bearing No 4526 of 2006.
- Survey No. 18 purchased *vide* Sale Deed dated 15.10.2005 bearing No. 6918 of 2005
- Survey No. 21 purchased *vide* Sale Deed dated 15.10.2005 bearing No. 6919 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 - 3**

(Schedule of Payment for Sale Consideration)

<b>Sr.no</b>	<b>Particulars</b>	<b>Amount</b>
1	Booking Amount	200000
2	On possession	575650