

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE EXECUTED AT CHENNAI ON THIS THE ____
DAY OF _____, _____ **Between**

M/s. AKSHAYA - J.M.B.PROPERTIES PVT. LTD., a Private Limited Company, incorporated under the Companies Act, 1956, having its Registered Office at No.22, Second Street, Nehru Nagar, Adyar, Chennai-600 020, represented herein by their General Power of Attorney Agent **M/s. AKSHAYA PRIVATE LIMITED**, (formerly known as M/s. AKSHAYA HOMES PRIVATE LIMITED) a Private Limited Company incorporated under the Companies Act, 1956, having its Registered Office and Corporate Office at 4th Floor, G Square, No.46, Rajiv Gandhi Salai, Chennai - 600 096, vide two General Powers of Attorney both dated 02/05/2007, Registered as Doc.Nos.1136/2007 and 1137/2007, in the Office of the Sub-Registrar, Adyar, respectively, represented by its Authorised Signatory **Mr.**_____, [PAN : _____], son of Mr._____, aged about __ years, vide its Board Resolution dated _____, vide General Power of Attorney dated 19/06/2013, hereinafter called the **VENDOR**, which term wherever the context so admits and permits shall mean and include themselves, their legal representatives, administrators, executors, assigns, successors-in-interest.

TO AND IN FAVOUR OF

Mr.

hereinafter called the **PURCHASER**, which term wherever the context so admits or requires shall mean and include himself, his respective heirs, administrators, executors, assigns etc.

WHEREAS all that piece and parcel of Vacant land [being the larger extent of the Schedule A property] comprised in the following Survey Numbers -

OLD SURVEY NO.	NEW SURVEY NO.	EXTENT
534/1 [part]	534/1B	1.06 Acres
531/5C[part]	531/5C4A[part]	1.00 Acres
531/5C[part]	531/5C4A[part]	2.00 Acres
531/5C[part]	531/5C4A[part]	2.00 Acres
531/5B	531/5B1	1.12 Acres
531/5A	531/5A1}	1.13 Acres
	531/5A2}	
531/5B	531/5B2	2.05 Acres

		10.36 Acres
		=====

in all totally measuring an extent of 10 Acres 36 Cents or thereabouts, in THIRUKATCHUR Village, Maraimalai Nagar Municipality, Chengelpet Taluk, Kancheepuram District, being the larger extent of the Schedule A property herein, belonged to M/s.J.M.B.FINLEASE PVT. LTD., a Private Limited Company, then having its Registered Office at No.18, Paper Mills Road [First Floor], Perambur, Chennai-600 011, they having acquired the same in the following manner:

[a] Land originally comprised in Survey No.534/1 [part], currently comprised in Survey No.534/1B, measuring 1 Acre 6 Cents or thereabouts, from Mr.T.K.NATARAJAN, son of Late.T.N.Krishnaswamy Iyer, vide Sale Deed dated 11/02/2005, registered as Doc.No.905/2005, in the Office of the Joint-II Sub-Registrar, Chengelpet.

[b] Land originally comprised in Survey No.531/5C [part], currently comprised in Survey No.531/5C4 [part], measuring 1 Acre or thereabouts, from Mr.T.K.NATARAJAN and Mr.T.K.RAMANAKUMAR, vide Sale Deed dated 11/02/2005, registered as Doc.No.906/2005, in the Office of the Joint-II Sub-Registrar, Chengelpet

[c] Land originally comprised in Survey No.531/5C [part], currently comprised in Survey No.531/5C4 [part], measuring 2 Acres or thereabouts, from Mr.T.K.NATARAJAN and Mr.T.K.RAMANAKUMAR, vide Sale Deed dated 11/02/2005, registered as Doc.No.908/2005, in the Office of the Joint-II Sub-Registrar, Chengelpet

[d] Land originally comprised in Survey No.531/5C [part], currently comprised in Survey No.531/5C4 [part], measuring 2 Acres or thereabouts, from Mr.T.K.NATARAJAN and Mr.T.K.RAMANAKUMAR, vide Sale Deed dated 11/02/2005, registered as Doc.No.907/2005, in the Office of the Joint-II Sub-Registrar, Chengelpet

[e] Land originally comprised in Survey No.531/5B, currently comprised in Survey No.531/5B1, measuring 1 Acre 12 Cents or thereabouts, from Mr.T.K.NATARAJAN and Mr.T.K.RAMANAKUMAR, vide Sale Deed dated 11/02/2005, registered as Doc.No.968/2005, in the Office of the Joint-II Sub-Registrar, Chengelpet.

[f] Land originally comprised in Survey No.531/5A, currently comprised in Survey Nos.531/5A1 and 531/5A2, measuring 1 Acre 13 Cents or thereabouts, from Mr.T.K.NATARAJAN and Mr.T.K.RAMANAKUMAR, vide Sale Deed dated 11/02/2005, registered as Doc.No.969/2005, in the Office of the Joint-II Sub-Registrar, Chengelpet

[g] Land originally comprised in Survey No.531/5B, currently comprised in Survey No.531/5B2, measuring 2 Acres 5 Cents or thereabouts, from Mr.T.K.NATARAJAN and Mr.T.K.RAMANAKUMAR, vide Sale Deed dated 11/02/2005, registered as Doc.No.970/2005, in the Office of the Joint-II Sub-Registrar, Chengelpet

WHEREAS eversince the aforementioned date of acquisition, the above named M/s.J.M.B.Fin Lease Pvt. Ltd. have been in the peaceful possession

and enjoyment of the said property without any interruption or interference from any person whatsoever paying in their own right, taxes and other public charges pertaining to the same.

WHEREAS subsequently the above named M/s.J.M.B.FIN LEASE PVT. LTD. have changed their name to M/s.AKSHAYA - J.M.B.PROPERTIES PVT. LTD. [being the VENDOR herein] as confirmed by the Certificate issued by the Registrar of Companies, Chennai, dated 22/09/2006 issued by the Registrar of Companies, Chennai.

WHEREAS pursuantly the above named VENDOR had also purchased the land comprised in Survey No.531/3B [part] measuring 1944 sq. ft. or thereabouts from Mr.P.VENKATRAMAN, son of Mr.Perumal, vide Sale Deed dated 25/10/2006, Registered as Doc.No.13173/2006, in the Office of the Joint-II Sub-Registrar, Chenglepet.

WHEREAS in the manner aforesaid the VENDOR herein became entitled to a total extent of 10 Acres 36 Cents and 1944 sq.ft. or thereabouts, being the larger extent of the Schedule A property, in THIRUKATCHUR Village, Maraimalai Nagar Municipality, Chengelpet Taluk, Kancheepuram District, situated within the Registration District of Chengelpet and Sub-Registration District of Joint-II Sub-Registrar, Chengelpet.

WHEREAS eversince the aforementioned dates of acquisition of the larger extent of the Schedule A property in the manner aforesaid the VENDOR has been in the peaceful possession and enjoyment of the same paying in their own right, taxes and all other public charges pertaining to the said property thereby having absolute legal and marketable title in their favour.

WHEREAS the VENDOR with a view to develop the aforementioned larger extent of the Schedule A property had engaged the services of **M/s.AKSHAYA PRIVATE LIMITED**, for developing the same into a scheme of Residential Apartments, Town Villas and Serviced Apartments.

Pursuantly, the VENDOR through **M/s.AKSHAYA PRIVATE LIMITED** had applied to the concerned authority being "Maraimalai Nagar Municipality" for sanctioning an approval for their proposed plan.

WHEREAS the said authority on having perused all the papers and the subject site, had directed the VENDOR to gift an extent of 4225.05 sq. mtrs. from and out of the larger extent of the aforementioned property towards Open Space Reservation ["OSR"].

WHEREAS the VENDOR herein has pursuantly executed a Gift Deed dated 10/10/2007, Registered as Doc.No.13575/2007, in the Office of the Joint-II Sub-Registrar, Chinglepet, in favour of MARAIMALAI NAGAR MUNICIPALITY, gifting an extent of 3519.14 sq. mtrs. [87 cents] in Survey No.531/5C4A [part] and 705.91 sq. mtrs. [17.4 cents] in Survey No.531/5A2 [part], in all measuring an extent of 4225.05 sq. mtrs. from and out of the larger extent of the aforementioned property towards the above mentioned Open Space Reservation Area.

WHEREAS the VENDOR is currently left with the balance extent of land measuring 9 Acres 31.6 Cents and 1944 sq. ft. or thereabouts, being the property morefully and particularly detailed in the Schedule A hereunder.

WHEREAS the VENDOR herein, in order to make better investment is desirous of selling the Schedule A vacant land either in whole or in parts to such interested PURCHASER and in pursuance thereof have offered for sale _____**sq.ft.** [_____ sq. mtrs.] of undivided share and interest in their aforesaid Schedule A vacant land, which undivided share has been more fully described in the Schedule B annexed hereunder for a sum of **Rs._____-/-** (Rupees _____ Only) free from any encumbrance.

WHEREAS the PURCHASER herein has examined the title deeds pertaining to the Schedule B property and has satisfied himself of the absolute title thereto of the VENDOR and has accepted and agreed to purchase the Schedule B property at the said price free from all encumbrance, claims and demands, subject to the following terms and conditions:

NOW THIS AGREEMENT OF SALE WITNESSETH:

PROPERTY PROPOSED TO BE CONVEYED AND SCHEDULE OF PAYMENT:

01. That the VENDOR agrees to sell _____ **sq.ft.** [_____sq. mtrs.] in the Schedule A land which has been more particularly described in the Schedule B annexed hereunder for a total sum of **Rs. _____/-** (Rupees _____Only) to be paid by the PURCHASER in favour of the Attorney of the VENDOR [at the instance and direction of the VENDOR herein vide the aforementioned General Powers of Attorney executed in it's favour which is still valid and subsisting] in the manner as stipulated in the Annexure I of this Agreement for Sale.

TIME SHALL BE AN ESSENCE OF THIS CONTRACT.

UNDERTAKING BY THE VENDOR

02. On receipt of the entire sale consideration as contemplated herein above, the VENDOR doth hereby agree to convey, transfer, assign unto the PURCHASER _____**sq.ft.** [_____sq. mtrs.] in the Schedule A property, more fully and particularly described in the Schedule B annexed hereunder.

ASSURANCE ON VENDOR'S TITLE:

03. The VENDOR covenants that they are the sole and absolute owner of the Schedule A property and is absolutely entitled to the same and they have not entered into any other Sale Agreement with any other party in respect of the Schedule B property hereby proposed to be conveyed.

04. The VENDOR further covenants that all rates and taxes pertaining to the Schedule B property have all been paid upto date and they further undertakes to cause to pay the same, till the date of handing over legal possession of the Schedule B property

05. The VENDOR herein confirms that they are in absolute possession of the Schedule B property and the said property is free from any encumbrance whatsoever and the same is not the subject matter of any Court Attachment, pending litigation, mortgage, maintenance, litigations, awards and court proceedings except the mortgage by deposit of title deeds in favour of L.I.C Housing Finance Limited. The Vendor agrees to convey the undivided share of land to the PURCHASER free of encumbrances by obtaining no objection letter from the L.I.C Housing Finance Limited with regard to the Schedule B Property.

UNDERTAKING BY THE PURCHASER:

06. The PURCHASER undertakes to have a Villa Apartments constructed on the Schedule A property only through M/s.AKSHAYA PRIVATE LIMITED, (formerly known as M/s. AKSHAYA HOMES PRIVATE LIMITED) a Private Limited Company incorporated under the Companies Act, 1956, having its Registered Office and Corporate Office at 4th Floor, G Square, No.46, Rajiv Gandhi Salai, Chennai - 600 096, who alone will be entitled to construct for the PURCHASER herein and other PURCHASER/S in the Schedule-A property.

07. The Stamp Duty, Registration charges for registration of the sale of the Schedule B property shall be borne by the PURCHASER herein.

OSR LAND AREA:

08.The PURCHASER further undertakes not to put up any structure in the portion of the Schedule A property coloured GREEN in the PLAN attached herewith which has been gifted to the Panchayath as OSR land, as detailed in the preamble supra.

HANDING OVER POSSESSION OF PROPERTY AND TITLE DOCUMENTS:

09. The VENDOR agrees to handover legal possession of the Schedule-B property at the time of the PURCHASER making the full and final payment as contemplated in this Agreement. Furthermore the VENDOR herein

clarifies that since the VENDOR is conveying only a portion of the Schedule A property, the VENDOR has continued to retain all original title deeds and the PURCHASER shall only be given photo copies of the same.

CO-TERMINUS AGREEMENT:

10. It is further agreed by the PARTIES herein that this Agreement is specific only to sale of undivided share in the Schedule A land and the Parties herein shall enter into a separate Construction Agreement with the BUILDER as mentioned in Clause-6 above for the actual construction of a Residential Apartment over the Schedule-B land. However default in one Agreement shall be construed as default in the other and the rights and obligations of the Parties shall be determined accordingly. This Agreement cannot be made independently enforceable, without the Construction Agreement referred to supra.

DEFAULT:

11. If the PURCHASER fails to effect the sale consideration on the necessary due dates, such delayed payment shall attract interest @ 18% per annum, until the date of the PURCHASER effecting the payment, along with penal interest. In addition to the above, if either party fails to fulfill any of their obligations under this Agreement of Sale, the Party not at fault shall have the right to sue the other party for specific performance of this Agreement of Sale with or without damages.

SCHEDULE-A PROPERTY

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

OLD SURVEY NO.	NEW SURVEY NO.	EXTENT
534/1 [part]	534/1B	1.06 Acres
531/5C[part]	531/5C4A[part] }	4.13 Acres
531/5C[part]	531/5C4A[part] }	
531/5C[part]	531/5C4A[part] }	
531/5B	531/5B1	1.12 Acres
531/5A	531/5A1 }	95.6 Cents

531/5B	531/5A2 } 531/5B2 531/3B [part]	2.05 Acres 1944 sq.ft. ----- 9.316 Acres & 1944 sq.ft. =====
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in all totally measuring an extent of 9 Acres 31.6 Cents and 1944 sq.ft. or thereabouts, in THIRUKATCHUR Village, Maraimalai Nagar Municipality, Chengelpet Taluk, Kancheepuram District, situated within the Registration District of Chengelpet and Sub-Registration District of Joint-II Sub-Registrar, Chengelpet.

SCHEDULE -B PROPERTY

(Property hereby proposed to be conveyed)

_____ **sq.ft.** [_____sq. mtrs.] of undivided share and interest in all that piece and parcel of the above mentioned Schedule "A Vacant Land.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS AND SIGNATURES TO THIS AGREEMENT OF SALE ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING:

WITNESS:-

1.

ATTORNEY OF THE VENDOR

2.

PURCHASER

ANNEXURE I

DETAILS OF PAYMENT TO BE EFFECTED BY THE PURCHASER TO THE
BUILDER/PROMOTER

1. Booking Advance received : (_____.)	- Rs.	/-
2. On or before _____:	- Rs.	/-
Total	- Rs.	----- /-----

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT EXECUTED AT CHENNAI ON THIS THE ___ DAY OF
____ 20__ BETWEEN:

M/s. AKSHAYA PRIVATE LIMITED, (formerly known as M/s. AKSHAYA HOMES PRIVATE LIMITED) a Private Limited Company, incorporated under the Companies Act, 1956, represented herein by its Authorised Signatory, Mr.S.Ragunantan, [PAN : ALDPR9678K] son of Mr.K.V.Sampath, aged about 35 years, vide their Resolution dated 02/08/2013, having its Registered Office and Corporate Office at 4th Floor, G Square, No.46, Rajiv Gandhi Salai, Chennai - 600 096, hereinafter referred to as the **BUILDER/PROMOTER**, which term wherever the context so admits and permits shall mean and include themselves, their legal representatives, administrators, executors, assigns, successors-in-interest.

AND

_____, [PAN : ____], wife of _____, aged about __ years, residing at _____,, hereinafter referred to as the **ALLOTTEE/PURCHASER**, which term wherever the context so admits or requires shall mean and include herself, her heirs, legal representatives, administrators, executors, assigns etc.

WHEREAS **M/s.AKSHAYA - J.M.B.PROPERTIES PVT. LTD.**, a Private Limited Company, incorporated under the Companies Act, 1956, having it's Registered Office at No.22, Second Street, Nehru Nagar, Adyar, Chennai-600 020, hereinafter called the LAND OWNER, is the sole and absolute owner of an extent of 10 Acres 36 Cents and 1944 sq.ft. or thereabouts, being the larger extent of the Schedule A property, in THIRUKATCHUR Village, Maraimalai Nagar Municipality, Chengelpet Taluk, Kancheepuram District, situated within the Registration District of Chengelpet and Sub-Registration District of Joint-II Sub-Registrar, Chengelpet.

WHEREAS the LAND OWNER with a view to develop the aforementioned larger extent of the Schedule A property had contracted with the BUILDER/PROMOTER herein for developing the same into a scheme of Residential Apartments, Town Villas and Serviced Apartments. Pursuantly, the LAND OWNER through the BUILDER/PROMOTER had applied to the concerned authority being "Maraimalai Nagar Municipality" for sanctioning an approval for their proposed plan.

WHEREAS the said authority on having perused all the papers and the subject site, had directed the LAND OWNER to gift an extent of 4225.05 sq. mtrs. from and out of the larger extent of the aforementioned property towards Open Space Reservation ["OSR"].

WHEREAS the LAND OWNER herein has pursuantly executed a Gift Deed dated 10/10/2007, Registered as Doc.No.13575/2007, in the Office of the Joint-II Sub-Registrar, Chinglepet, in favour of MARAIMALAI NAGAR MUNICIPALITY, gifting an extent of 3519.14 sq. mtrs. [87 cents] in Survey No.531/5C4A [part] and 705.91 sq. mtrs. [17.4 cents] in Survey No.531/5A2 [part], in all measuring an extent of 4225.05 sq. mtrs. from and out of the larger extent of the aforementioned property towards the above mentioned Open Space Reservation Area.

WHEREAS the LAND OWNER is currently left with the balance extent of land measuring 9 Acres 31.6 Cents and 1944 sq. ft. or thereabouts, being the property morefully and particularly detailed in the Schedule A hereunder.

WHEREAS the LAND OWNER in view of the aforementioned development, being carried out through the BUILDER/PROMOTER had further authorized the BUILDER/PROMOTER herein, to sell the Schedule A Land either in whole or in parts or in undivided shares of land to such interested purchaser/s who are desirous of owning such Residential Apartments/Town Villas and Serviced Apartments in the proposed construction to be raised by the BUILDER/PROMOTER, over the Schedule A Property.

WHEREAS in pursuance to the same, the ALLOTTEE/PURCHASER on having inspected all the Title Deeds to the Schedule A Property, along with the relevant Plans for the proposed construction and all other connected papers, documents in the possession of the BUILDER/PROMOTER and after being satisfied about the validity of the title has requested the above named LAND OWNER, under an independent Agreement for Sale dated _____, entered into between the LANDOWNER and the ALLOTTEE/PURCHASER, to convey an extent of ___ **sq.ft.** [____ sq. mtrs.] Undivided share in the Schedule A land, morefully and particularly described in the Schedule B hereunder.

WHEREAS, likewise, the ALLOTTEE/PURCHASER has requested the BUILDER/PROMOTER to construct for the ALLOTTEE/PURCHASER a residential Apartment space measuring ___ **sq.ft.** [____ sq. mtrs.] or thereabouts, bearing Apartment **No. __, __ FLOOR,** in the **BLOCK - __,** in the proposed Project called "**METROPOLIS**" to be constructed over the Schedule A land, delineated and coloured ORANGE in the plan annexed herewith, together with ___ **No.** covered car Parking space, delineated and coloured "Yellow" in the Basement Floor PLAN annexed herewith, more fully and particularly described in the Schedule C annexed hereunder.

WHEREAS the BUILDER/PROMOTER has been similarly entrusted with the promotion of Residential Apartments/Town Villas/Serviced Apartments in the Schedule A

Property by such other interested ALLOTTEES/PURCHASERS, who have decided to have Residential Apartments/Town Villas/Serviced Apartments of their own in the said Schedule A property.

WHEREAS the ALLOTTEE/PURCHASER has accepted the terms and conditions relating to the construction, cost of construction of the Schedule C Apartment along with the above mentioned Car Park, and the enjoyment of the said Apartment and common areas, facilities and privileges in the Building Complex proposed to be constructed by the BUILDER/PROMOTER in the Schedule A land as mentioned hereunder.

AND WHEREAS in order to avoid any ambiguity in future about the terms of their understanding and the subsequent use and occupation thereof by the ALLOTTEE/PURCHASER of the said complex along with the other CO-ALLOTTEES/PURCHASERS, the LAND OWNER, BUILDER/PROMOTER and the ALLOTTEE/PURCHASER hereto has decided to reduce their terms into writing and accordingly the present Agreement is executed.

NOW THIS AGREEMENT WITNESSETH:-

DETAIL OF THE APARTMENT AND COST OF CONSTRUCTION

01.The ALLOTTEE/PURCHASER doth, for a total construction cost of **Rs.____/-** (Rupees ___ Only) payable to the above named BUILDER/PROMOTER, towards the cost of construction of residential Apartment measuring ___ **sq.ft.** [___ sq. mtrs.] or thereabouts, bearing Apartment **No.____, ___ FLOOR,** in the **BLOCK - _** in the Building called "**METROPOLIS**" to be constructed over the Schedule A land, delineated and coloured ORANGE in the Plan annexed herewith, together with _ **No.** Covered Car Parking space covered car Parking space, delineated and coloured "Yellow" in the Basement Floor Plan annexed herewith, morefully and particularly described in the Schedule C annexed hereunder, together with the amenities and specifications as enlisted in the Annexure-II hereunder.

The ALLOTTEE/PURCHASER, apart from the aforesaid cost of construction is liable to pay the following amounts as set out herein below:-

[i] A sum of **Rs.____/-** (Rupees ___ Only) payable to the above named BUILDER/PROMOTER towards Membership Fee for the club house facility provided in the Schedule A property, to be paid as per Clause 30 contained in this Agreement.

[ii] A sum of **Rs.____/-** (Rupees ___ Only) towards the fees, deposits and incidental expenses for electricity connection and amenities charges.

[iii] A sum of **Rs.____/-** (Rupees ___ Only) towards Legal and Documentation charges.

In all the ALLOTTEE/PURCHASER has agreed to pay the total sum of **Rs.____/-** (Rupees ___ Only) to the BUILDER/PROMOTER as stipulated in the Annexure-I attached hereto and said Annexure-I forms part and parcel of this Agreement.

That the above sum represents the cost of construction of the Schedule C Apartment along with the above mentioned car park, but shall be exclusive of Service Tax, Sales Tax, VAT, infra structure and basic amenity charge, cost of conveyance of the Schedule B land, cost of procuring Electrical service connections and deposit charges, Stamp Duty, Registration Fee and Incidental expenses involved in the registration of the undivided share in the Schedule A land, Club Membership Fee, and the differential cost of extra amenities.

Further the ALLOTTEE/PURCHASER undertakes and agrees to pay the Infrastructure and Amenities charges and related expenses of **Rs.____/-** (Rupees ___ Only).The said payment shall be made by the ALLOTTEE/PURCHASER within 7 days from the date of signing of this Agreement.

It is further agreed and accepted between the Parties herein that the above mentioned amounts as may be notified by the Statutory Authorities including Central/State government and all its departments like Service Tax/Sales Tax/VAT, as may be applicable and payable and determined by the BUILDER/PROMOTER shall be conclusive and binding upon the ALLOTTEE/PURCHASER.

TIME shall be an ESSENCE, with respect to all payments, due and payable by the ALLOTTEE/PURCHASER to the ATTORNEY OF THE LAND OWNER and the BUILDER/PROMOTER. Payments shall be made by the ALLOTTEE/PURCHASER without any demand from the ATTORNEY OF THE LAND OWNER, or the BUILDER/PROMOTER. The BUILDER/PROMOTER is not bound to give notice for reminder of payments on the respective due dates, and failure thereof shall not be pleaded as an excuse for non payment of any amount on the respective due dates.

02. DELIVERY OF CONSTRUCTION

The BUILDER/PROMOTER on the request of the ALLOTTEE/PURCHASER undertakes to construct the Schedule C mentioned Apartment as their Authorised representative. Barring unforeseen circumstances and subject to unforeseen conditions the BUILDER/PROMOTER undertakes to complete the construction of the premises and undertakes to deliver the completed Apartment/Villa by 150 days from the date of signing this agreement.

The BUILDER/PROMOTER further agree that TIME SHALL BE AN ESSENCE with respect to the delivery of the completed Schedule - C Apartment to the ALLOTTEE/PURCHASER as contemplated above subject to the ALLOTTEE/PURCHASER completely fulfilling her obligations as contemplated in this Agreement.

03. DELAY BY THE BUILDER/PROMOTER

The BUILDER/PROMOTER shall not incur any liability if they are unable to deliver possession of the said premises by the date aforesaid, if the completion of the building is delayed due to circumstances beyond their control as due to non-availability of steel and/or any other building materials or by reason of war, civil commotion, Riots, Epidemics, Acts of God or if non-delivery of possession is the result of any Order of any Court of Law or due to any rule or notification of any Government Agency and/or any other Public or Competent Authority or in the event any Competent Authority decides to revoke any permit or if the BUILDER/PROMOTER is unable to deliver possession due to circumstances which make the performance of the contract impossible.

In the event of any delay in handing over the Schedule C Apartment space, the BUILDER/PROMOTER undertake to pay of Rs.7/- per Sq.Ft. per month or fraction thereof, provided however such delay not being attributable to the reasons mentioned supra and also subject to the ALLOTTEE/PURCHASER having effected all her payments on time as stipulated in Annexure -I of this Agreement.

04. HABITABLE OCCUPATION

It is clarified and accepted to by the parties to this Agreement that delay in obtaining the sanctions of the various Authorities for the construction and subsequent service connections like EB/Water/Sewage/Gas Connections for the habitable occupation of the premises shall not be construed as delay in construction or completion thereof.

In this context the BUILDER/PROMOTER specifically clarifies that if the assessment for the Schedule C Apartment is done by the Electricity Department prior to the ALLOTTEE/PURCHASER having the relevant Sale Deed for undivided share executed in her name, then it shall be the responsibility of the ALLOTTEE/PURCHASER to liaise with the department and cause the name transfer to be effected in her name with respect to the Schedule C Apartment and the BUILDER/PROMOTER shall not be responsible for the same.

The BUILDER/PROMOTER further clarifies that it shall not be their responsibility to cause to obtain property tax assessment with respect to the Schedule C Flat.

The BUILDER/PROMOTER shall hand over possession of the premises to the ALLOTTEE/PURCHASER within one month after the completion of construction or

after obtaining the entire payment due for the said construction, as well as for the provision of amenities and various deposits from the ALLOTTEE/PURCHASER whichever is later, provided all necessary papers for acknowledging delivery of possession is signed by the ALLOTTEE/PURCHASER.

05. FINANCIAL INSTITUTION

The ALLOTTEE/PURCHASER hereby agrees that in case the Sale deed for undivided share, relevant to the Schedule C Apartment is registered before all payments in respect of land and building are made respectively to the LAND OWNER or their authorized Attorney and the BUILDER/PROMOTER herein, the BUILDER/PROMOTER shall nevertheless be entitled to proceed with the construction without any interference by or from the ALLOTTEE/PURCHASER or her nominee/s. Further, in this regard, the BUILDER/PROMOTER herein clarifies, that in the event of the ALLOTTEE/PURCHASER approaching any Financial Institution, seeking loan assistance, pertaining to the purchase of the Schedule B land and construction of the Schedule C Apartment, the BUILDER/PROMOTER, shall not have any objection to the Financial Institution having a first charge over the subject property.

That in the event of the ALLOTTEE/PURCHASER, approaching any financial institution, the BUILDER/PROMOTER herein further clarify, and the ALLOTTEE/PURCHASER herein accepts, that it shall be the responsibility of the ALLOTTEE/PURCHASER to ensure that she and the Financial Institution, regularly effect all payments as per the payment schedule mentioned herein and the ALLOTTEE/PURCHASER, cannot disown responsibility on account of delay in payment by the Financial Institution, on the respective due dates, subject to, due progress in construction, as contemplated in Clause 2 supra.

The ALLOTTEE/PURCHASER further undertakes that she shall cause to obtain all payments from the Financial Institution that she may approach directly in the name of the BUILDER/PROMOTER and in this regard she shall sign letters, directing the Financial Institution, to issue all payments, directly in favour of the BUILDER/PROMOTER.

06. CONSEQUENCES OF PAYMENT DELAYS BY THE ALLOTTEE/PURCHASER

The ALLOTTEE/PURCHASER hereby undertakes to pay the aforesaid sums as provided above and hereby admits that the BUILDER/PROMOTER at their discretion may complete or proceed with the construction of the Schedule C Apartment at the cost and risk of the ALLOTTEE/PURCHASER even on the ALLOTTEE/PURCHASER failing to pay the sums in the manner provided above. Subject to the clauses mentioned supra, the ALLOTTEE/PURCHASER shall be liable to pay the

BUILDER/PROMOTER interest at the rate of 18 percent per annum on the amounts in arrears, even if such delay in payment were attributable to the Financial Institution not effecting their payments on time.

The ALLOTTEE/PURCHASER hereby consents that in the contingency above mentioned, the BUILDER/PROMOTER will have the right and be entitled to bring the Schedule B & C properties for sale either by Private treaty or by Public auction for recovery of the amounts owing by the ALLOTTEE/PURCHASER and appropriate the proceeds to the outstandings due and refund the balance if any or if there is any short fall, recover the short fall from the ALLOTTEE/PURCHASER.

In case of failure on the part of the ALLOTTEE/PURCHASER to pay the amounts due and payable towards the cost of the construction and her pro-rata share of common maintenance expenses, as and when the same shall be demanded, (prior to the Association taking over maintenance of the same) and any other deposit if any payable, such failure shall create a first and paramount lien and charge on her interest over the land described in Schedule A hereunder as well as her portion of the building to be constructed in the land described in the Schedule A hereunder, in favour of the BUILDER/PROMOTER herein.

The BUILDER/PROMOTER in their discretion may refund to the ALLOTTEE/PURCHASER such sums of money received from her in the event of the ALLOTTEE/PURCHASER failing to pay the sums in the manner and schedule as stipulated in the Annexure-I attached to this Agreement or on committing any breach of the terms and conditions mentioned herein, the BUILDER/PROMOTER shall be entitled at their option to retain a sum equivalent to 10% of the total cost of the apartment as liquidated damages from and out of the amounts already paid and the balance amount if any shall be refunded to the ALLOTTEE/PURCHASER without interest. Upon such refund, this Agreement shall automatically stand cancelled and the ALLOTTEE/PURCHASER shall cease to have any further right title or interest in this Agreement and/or the Schedule-B & C properties.

The ALLOTTEE/PURCHASER admits that this Agreement is irrevocable except in the contingency mentioned supra.

07. CONSTRUCTION AS PER SPECIFICATIONS

The BUILDER/PROMOTER hereby undertake to construct the Schedule C mentioned Apartment with the amenities and specifications as detailed in the Annexure-II hereunder.

It is agreed and accepted between the Parties herein that no additions or alterations or change in the Amenities and Specifications shall be entertained by the BUILDER/PROMOTER with regard to the Schedule C Apartment other than what has been agreed and contracted hereunder.

The BUILDER/PROMOTER further confirm that they shall build the Schedule C Apartment space only in accordance with the specifications provided as an Annexure-II annexed to this Agreement. In the event of non-availability of certain brand or material due to market conditions or closure of the brand/company, the BUILDER/PROMOTER shall be permitted to use an equivalent brand.

08. GOOD QUALITY CONSTRUCTION

The BUILDER/PROMOTER undertake to construct the Schedule C Apartment either by themselves or through other contractors with good workmanship using standard and approved materials, provide it's own labour, materials, tools, scaffoldings, ladders, materials, machinery and stores and other equipments required for the purpose of construction of the said premises, appoint contractors, engineers, supervisors, workmen and other persons required, purchase the requisite material on behalf of the ALLOTTEE/PURCHASER and generally to take all steps and do all acts for the completion of the development of the said Apartment complex.

09. CONSTRUCTION AS PER APPROVED PLANS

The BUILDER/PROMOTER agrees and undertakes to construct the Schedule-C Apartment as per the DTCP/MLPA approved plan and in the event of any deviations in the approved plan, the BUILDER/PROMOTER undertakes to indemnify the ALLOTTEE/PURCHASER for any such deviations [if any committed by the BUILDER/PROMOTER] and it shall be the sole responsibility of the BUILDER/PROMOTER to meet any claim or demand from Corporation of Chennai/CMDA/DTCP or any of its delegated bodies in respect of any such deviations to the approved plan as and when the same arises. The BUILDER/PROMOTER shall not be liable for any deviations done at the instance of the ALLOTTEE/PURCHASER.

10. DEFECT LIABILITY PERIOD

In case of any defect either in the construction and/or the wiring, plumbing etc. pointed out by the ALLOTTEE/PURCHASER during the construction and/or before expiry of 12 Months from the date of handing over possession in respect of the Schedule C Flat the BUILDER/PROMOTER agrees to replace, rectify such defective construction and/or the materials, at their expense, provided it is found to have manufacturing defects, and have not been caused due to the negligence of the ALLOTTEE/PURCHASER.

The BUILDER/PROMOTER shall not be responsible for routine/non-structural cracks resulting from differential co-efficient of thermal expansion, non-monolithic joints, seasoning effects, sweating of walls, etc. and due to normal wear and tear, abuse and improper usage.

11. MAINTENANCE OFFERED BY THE BUILDER/PROMOTER:

The ALLOTTEE/PURCHASER is aware that the METROPOLIS OWNERS ASSOCIATION is maintaining the over all complex from 01.01.2014 onwards.

The ALLOTTEE/PURCHASER agrees and understands that she will be liable to pay the maintenance charges basis the invoice raised by the METROPOLIS OWNERS ASSOCIATION. It is further agreed between the ALLOTTEE/PURCHASER and BUILDER that at the time of handing over of the SCHEDULE C property by the BUILDER, the ALLOTTEE/PURCHASER will be liable to pay such maintenance charges as may be demanded by the BUILDER commencing from the date of Booking of the Schedule C property by the ALLOTTEE/PURCHASER. For further period, the ALLOTTEE/PURCHASER agrees to pay the amount as per the invoice raised by the METROPOLIS OWNERS ASSOCIATION besides any taxes if applicable.

12. EFFECTIVE COMPLETION

The ALLOTTEE/PURCHASER shall be bound from time to time to sign all papers and documents and to do all other things as the BUILDER/PROMOTER may require her to do for the effective completion of the construction and safeguarding the interest of the other ALLOTTEES/PURCHASERS and in matters connected with obtaining, erecting and providing the infrastructural facilities like water, electricity, drainage, etc.,

13. SITE INSPECTION

The ALLOTTEE/PURCHASER has no right to hinder the progress of construction of the said building complex or any part thereof in the circumstances mentioned above or under any circumstance whatsoever. The ALLOTTEE/PURCHASER however is at liberty to inspect the site to ascertain the progress of construction without getting hurt in the process of inspection due to fall of any building materials, etc. accidentally.

14. INDEMNITY

The ALLOTTEE/PURCHASER shall remain liable to indemnify the BUILDER/PROMOTER against all risks, costs and damages that the BUILDER/PROMOTER may be put to vis-a-vis the construction of the building complex or any part thereof on account of any act on the part of the ALLOTTEE/PURCHASER.

15. SETTLEMENT OF ALL PAYMENTS

The ALLOTTEE/PURCHASER shall be liable to pay all amounts due from her to the BUILDER/PROMOTER in full, inclusive of charges for maintenance of common amenities on receipt of communication sent by the BUILDER/PROMOTER to the ALLOTTEE/PURCHASER of their readiness to hand over possession of the said Schedule C Apartment, free from all encumbrance. It is hereby made clear to the ALLOTTEE/PURCHASER, that the house warming ceremony can be performed only after full and satisfactory settlement of all payments and dues are made to the BUILDER/PROMOTER.

16. APARTMENT INTERIORS BY OUTSIDE AGENCIES ONLY AFTER POSSESSION

It is specifically agreed that the ALLOTTEE/PURCHASER shall not permit any agent/workman to carry out any work in the Apartments space allotted to her until possession of the Schedule C Apartment is handed over to the ALLOTTEE/PURCHASER.

17. SALE DEED FOR UNDIVIDED SHARE

The covenants in the Sale Deed for the Schedule B land described hereunder to be executed by the LAND OWNER through their authorized agent, of the Schedule A property in favour of the ALLOTTEE/PURCHASER in respect of the undivided share in the land described in Schedule A hereunder shall be deemed to include all or any of the covenants set out hereunder to be performed or observed by the ALLOTTEE/PURCHASER.

18. ALLOTTEE/PURCHASER COVENANTS

(i) CO-OWNERSHIP OF COMMON AREAS

The ALLOTTEE/PURCHASER shall be entitled to own and enjoy and shall not obstruct the use and enjoyment of other co-owners consistent with the rights and interest of the ALLOTTEES/PURCHASERS of other undivided shares in the land mentioned in the Schedule A hereunder and ALLOTTEES/PURCHASERS of the other Apartment Spaces lawfully entitled to the same and also to use all sewers, drains and water courses and other amenities now in or upon or hereafter to be erected or installed in the land mentioned in Schedule A hereunder in common and to share the cost of repairs and maintenance of all common amenities along with other owners in common on a pro-rata basis.

The ALLOTTEE/PURCHASER shall give the ALLOTTEES/PURCHASERS of the other undivided shares of the Property mentioned in Schedule A hereunder and other ALLOTTEES/PURCHASERS all necessary support, subjacent, vertical, horizontal and lateral. The supporting common walls and roofs and all common areas of the Building

Complex shall be maintained and repaired in common by all the ALLOTTEES/PURCHASERS and occupiers of the entire Building Complex.

(ii) NOT TO ALTER ELEVATION

In recognition of the BUILDER/PROMOTER having paid the security deposit to the DTCP/MLPA/Planning authorities to build and retain the complex as per plans and being liable to forfeit such deposits in the event of any alteration/modification is carried out without prior authorization, and in order to maintain the harmony of the complex design and colour scheme, the ALLOTTEE/PURCHASER shall not individually or jointly do, cause or permit to be done any alteration on the exterior of the building, including putting up of name boards, advertisement, grills in balconies and air conditioners in spaces not allocated for the purpose, changing the external painting colour scheme and in default whereof, the ALLOTTEE/PURCHASER [individually or collectively with other ALLOTTEES/PURCHASERS] shall be liable to indemnify the BUILDER/PROMOTER for the value of the Security Deposit and for any cost, loss or damage suffered, as a consequence by the BUILDER/PROMOTER and also be liable to the BUILDER/PROMOTER and/or other co-owners in the complex for any deterioration to the aesthetic and overall harmony of the complex.

The BUILDER/PROMOTER in the course of the development contemplated on the Schedule A property shall have the sole discretion to change or alter the architectural views/colours scheme/specifications with regard to the Residential Apartments to be constructed on the Schedule A property.

(iii) NAME PLATES AND ADVERTISEMENT BOARD

The ALLOTTEE/PURCHASER shall not put her Board/s in places other than the place earmarked to her by the BUILDER/PROMOTER. The Boards put up in any place other than the allotted areas shall be removed from such unauthorized places. The ALLOTTEE/PURCHASER further agrees not to put up any advertisement boards outside the Schedule-C Apartment or at any other place within the building complex in the over all Schedule-A property.

(iv) NATURE OF USE OF THE SCHEDULE C APARTMENT

The ALLOTTEE/PURCHASER shall use the Schedule-C Apartment only for Residential purposes and shall not at any time carry on in the said premises any commercial activity or trade or business, (apart from professional consultancy) or use it for storage of anything which is offensive in nature, hazardous or inflammable or is likely to be nuisance or danger, or diminish the value or the utility of the other portions of the Building complex in occupation of other ALLOTTEES/PURCHASERS or their successors in title or to the occupiers owners of any neighbouring property. In the event of such default the ALLOTTEE/PURCHASER shall be liable to indemnify the other ALLOTTEES/OCCUPANTS of other portions of the said building for any loss,

damage that they may suffer or be put to on account of the ALLOTTEE/PURCHASER 's breach of the obligations contained in this clause.

(v) NOT TO THROW RUBBISH

The ALLOTTEE/PURCHASER shall not throw dirt, rubbish, rags or other refuse or permit the same to be thrown from the said premises or in the compound or any portion of the building except at the allotted places.

(vi) NOT TO OBSTRUCT RIGHT OF LIGHT, AND ALL COMMON AREAS, UTILITIES

The ALLOTTEE/PURCHASER or the occupier(s) shall not by virtue of this Agreement acquire any right of light or air which may prejudice free use of the other Residential Apartments in the said Complex.

As a matter of necessity, the ALLOTTEE/PURCHASER hereby covenants and agrees to own and enjoy the said Schedule A land in common with the other owners/occupants of the other flats/apartments/Town Villas/Serviced Apartments in the said building and all other persons lawfully entitled thereto and to use all sewers, drains and water courses now in or upon or hereafter to be erected and installed in the Schedule A property or any part thereof in common with the said owners and other persons and to permit freely to run and pass water and soil through and along the same or any of them and subject to the Rules and Regulations, Bye-laws and terms of the Society, or Association to be formed by and between the parties of the said Flats. The BUILDER/PROMOTER will not be responsible in the matter of framing any such rules or formation of any Society/Association for mutual benefit and convenient enjoyment of such ALLOTTEES/PURCHASERS.

(vii) OBSERVE TERMS OF BYE-LAWS

The ALLOTTEE/PURCHASER hereby covenants that she shall observe and perform the terms and conditions and bye-laws and the rules and regulations of the said Society/Association.

19. MUNICIPAL WATER AND SEWERAGE

The BUILDER/PROMOTER further confirms that currently the Schedule-A property is located in an area where there are no Municipal Water/Sewer line and the BUILDER/PROMOTER do not take any responsibility for obtaining such Municipal/Corporation Metro water and sewerage connections with regard to the Schedule-A property. It shall be the sole responsibility of the ALLOTTEE/PURCHASER along with the other ALLOTTEES/ PURCHASERS of the Schedule-A property to obtain

such Municipal/Corporation Metro water and sewerage connection as and when provided in the said area by the concerned competent authority.

Further, it is clarified that the BUILDER/PROMOTER has provided a Sewerage Treatment Plant as a common facility for the Project on the Schedule A property which shall be maintained as a common property by all the co-owners of the Schedule A property after the same is handed over by the BUILDER/PROMOTER to the Metropolis Owners' Association as contemplated hereunder.

20. REPAIR AND MAINTENANCE

The ALLOTTEE/PURCHASER and all persons authorized by the ALLOTTEE/PURCHASER shall have the right to enter into the other parts of the building at all reasonable times, and after due notice for the purpose of repairing and maintaining the amenities provided in the building which pass through or are supported by other portions of the building complex under construction.

The ALLOTTEE/PURCHASER shall be liable pro-rata for the charges for common amenities, meter rents, electricity, water and all other expenses connected with the maintenance of the building, common facilities and the land described in the Schedule A hereunder from the date of communication to the ALLOTTEE/PURCHASER by the BUILDER/PROMOTER of their readiness to handover the possession of the said Schedule 'C' premises.

21. SIMILAR AGREEMENTS BETWEEN ALL ALLOTTEES

The Agreement to be entered into by the BUILDER/PROMOTER with the CO-ALLOTTEES in the proposed building complex shall contain covenants similar to the covenants contained herein.

22. NAME OF THE BUILDING

The ALLOTTEE/PURCHASER hereto agrees that the name of the building to be constructed shall always remain as "**METROPOLIS**", and the logo of the BUILDER/PROMOTER shall be displayed at any prominent place/s on the building complex to be constructed by the BUILDER/PROMOTER.

23. LOGO OF THE BUILDER/PROMOTER

The ALLOTTEE/PURCHASER further agrees that the name and the logo of the BUILDER/PROMOTER so displayed shall not be removed or tampered with at any time in the future.

24. NUMBERING

Further, the ALLOTTEE/PURCHASER agrees and undertakes not to alter, at any time in future, the Block, Villas, Apartment/Serviced Apartment and Car Park numbering if

any as demarcated and allotted by the BUILDER/PROMOTER either individually or jointly along with the other ALLOTTEES/PURCHASERS of the Schedule-A property.

25. CAR PARKING

The car park/s allotted to the ALLOTTEE/PURCHASER in the Basement Floor shall be used only for parking of vehicles belonging to the ALLOTTEE/PURCHASER and her family members only and the same shall not be used for any other purposes. The ALLOTTEE/PURCHASER shall not use the car parks allotted to other co-owners of the Schedule-A property without their permission.

The ALLOTTEE/PURCHASER further agrees that the Car Parking space shall be part and parcel of the Schedule C Apartment space and cannot be alienated/transacted separately.

The ALLOTTEE/PURCHASER accepts the design and demarcation of the car park allotted as described in the Schedule C hereunder and shall not make any further claim or demand in this regard on the BUILDER/PROMOTER.

The ALLOTTEE/PURCHASER agrees and confirms not to use the path ways and open spaces within the over all Schedule A property for parking any heavy vehicles or to use them in a manner which may cause hindrance for the free ingress from and to the various parts of the Schedule-A property.

The ALLOTTEE/PURCHASER shall also accept, acknowledge and adhere to the allotment of car parks to the other co- owners/allottees as made by the BUILDER/PROMOTER and shall abide by such allotment made by the BUILDER/PROMOTER.

The BUILDER/PROMOTER shall have the exclusive right to improve upon the features and/or the amenities in the over all interest of the Project at their sole discretion and the same shall not be questioned in future by the ALLOTTEE/PURCHASER.

26. BROCHURES, MODELS AND MARKETING MATERIAL

The ALLOTTEE/PURCHASER further agrees and confirms that the model house/model/brochures and the other marketing materials already produced by the BUILDER/PROMOTER in respect of the development contemplated on the Schedule-A property is only an Artists impression and an indicative model and the ALLOTTEE/PURCHASER shall not make any claim on account of the Schedule-C Apartment being in variation to the said perspectives as shown in the marketing material/brochures.

27. PRIVATE TERRACE, GARDEN SPACES

It is also specifically understood by the ALLOTTEE/PURCHASER that the BUILDER/PROMOTER shall be entitled to dispose of any area in the Schedule-A property and/or the building/s to be constructed on the same as private open terraces, private garden spaces, reserved parking lots or garages and any other areas marked private provided such allotment does not in any way prevent ingress and egress by the ALLOTTEE/PURCHASER to the premises specifically allotted to her.

28. LOCATION OF COMMON SERVICES AND UTILITIES

Further, the BUILDER/PROMOTER shall have the exclusive right to determine the underground sump, septic tanks, generator, Water treatment plant if any, Transformer, Pillar boxes, Sewerage treatment plant etc. if required to be located in the Schedule-A property to cater to the requirement of the buildings to be constructed thereon. The BUILDER/PROMOTER shall have the exclusive right to improve upon the features and/or the amenities not only in the Common area but also in the Apartments at any future date even after handing over of the Project to the Association in the overall interest of the Project at their sole discretion and the same shall not be questioned in future by the ALLOTTEE/PURCHASER/Association.

29. O.S.R. AREA

The ALLOTTEE/PURCHASER further undertakes not to put up any structure in the portion of the Schedule A property coloured GREEN in the PLAN attached herewith which has been ear marked and gifted as OSR land [Open Space Reservation purpose land] at the time of the BUILDER/PROMOTER obtaining the necessary plan sanction for the development of the Schedule A property.

The BUILDER/PROMOTER has provided children play/garden area in the above mentioned OSR land to be enjoyed and used by all the co-owners of the Schedule A property as long as the Competent authority permit the usage of the said land in the aforementioned manner. The BUILDER/PROMOTER may at their discretion provide any other recreation facilities in the above mentioned OSR land.

The ALLOTTEE/PURCHASER along with the other co-allottees/purchasers of the Schedule A property agrees and confirms that the above mentioned portion of the Schedule A property shall always be treated as OSR land.

30. CLUB HOUSE & MEMBERSHIP

The BUILDER/PROMOTER shall be constructing a Club house along with Swimming pool and the attached facilities on a portion of the Schedule A property which shall exclusively belong to the BUILDER/PROMOTER and the ALLOTTEE/PURCHASER herein would have to pay a one time non-refundable fee of Rs.1,75,000/- (Rupees One Lakh and Seventy Five Thousand Only) for the above mentioned Club house Membership which shall be co-terminus with the ALLOTTEE/PURCHASER'S interest in the Schedule C property. The ALLOTTEE/PURCHASER specifically agrees that she cannot assign or sell her membership to the club separately. the ALLOTTEE/PURCHASER also agrees to pay the applicable annual charges as would be demanded by the BUILDER/PROMOTER for using the facilities which would be provided by the BUILDER/PROMOTER in the said Club House. Similarly, the BUILDER/PROMOTER would also be constructing a convenio store in a portion of the Schedule A property which along with the above mentioned Club House would be the exclusive property of the BUILDER/PROMOTER herein and the ALLOTTEE/PURCHASER shall not have any right, title or interest in the club house/convenio except the above mentioned usage rights in the Club House subject to the above mentioned payments being made by the ALLOTTEE/PURCHASER for the said usage.

The BUILDER/PROMOTER shall have the discretion to either run the above mentioned club house on their own or through any of their nominee/s or delegated agencies who shall be in charge of the regular day to day working and maintenance of the club house facilities.

The ALLOTTEE/PURCHASER shall abide by the rules and regulations apart from the restriction in respect of using the above mentioned Club house facility including the Swimming pool, Play area and all other amenities as would be provided in the said Club house complex.

31. FORMATION OF SOCIETY/ASSOCIATION

The ALLOTTEE/PURCHASER hereby covenants and assures the BUILDER/PROMOTER that she shall become a member and observe, perform the terms and conditions and bye-laws of the Society/Association to be formed by and consisting of the owners of the other Flats/Town Villas/Serviced Apartments, for the purpose of attending to, safe guarding and maintaining all matters of common interest like repainting and white washing of common portions of the said flats, compound walls, terrace and all other common amenities.

32. CORPUS FUND

The ALLOTTEE/PURCHASER further agrees to pay the corpus fund of Rs.50,000/- [Rupees Fifty Thousand Only] towards Schedule-C Apartment directly to the

Association for future maintenance of the developments contemplated on the Schedule-A property at the time of taking over possession of the Schedule-C Residential Apartment.

33. INDIVIDUAL SALE OF CLUB HOUSE/CAR PARK, NOT PERMITTED

The ALLOTTEE/PURCHASER shall not sell her rights in the common amenities/facilities, club house facility, membership to any third party. Similarly, the Car Parks allotted under this Agreement shall be co-terminus with the Schedule C Apartments and the same cannot be sold separately in future or let out separately.

34. CHANGES TO STANDARD AMENITIES AND SPECIFICATIONS:

The BUILDER/PROMOTER in the course of the development contemplated on the Schedule A property shall have the sole discretion to change or alter the architectural views/colours scheme/specifications with regard to the Residential Apartments to be constructed on the Schedule A property.

35. IMPROVEMENT OF FEATURES & AMENITIES:

The BUILDER/PROMOTER shall have the exclusive right to improve upon the features and/or the amenities not only in the Common area but also in the Apartments at any future date even after handing over of the Project to the Association in the overall interest of the Project at their sole discretion and the same shall not be questioned in future by the ALLOTTEE/PURCHASER /ASSOCIATION

36. UNINTERRUPTED RIGHT OF ENTRY FOR THE BUILDER/PROMOTER AND OR THEIR AGENTS:

The BUILDER/PROMOTER shall be responsible for maintaining the over all complex being developed by them on the Schedule property during the defects liability period as agreed upon under the Principal Agreement. Thereafter they shall be permitted uninterrupted access at any given point of time into the Project on any future dates subsequent to the date of handing over of the Project for the purpose of maintenance of Utilities, Service extensions, to attend to Individual client requirements, for attending to additions and alterations not only in the Apartments but also in the Common areas and also for the purpose of up keeping certain facilities in the Project Complex. The ALLOTTEE/PURCHASER/ASSOCIATION cannot prevent the BUILDER/PROMOTER or any of their authorized Representatives from carrying out of the aforesaid works in the Project complex under any circumstance whatsoever.

37. COMPLIANCE OF RULES AND REGULATIONS IN USAGE OF COMMON AREAS AND AMENITIES:

the ALLOTTEE/PURCHASER doth hereby agree and confirm that the facilities and amenities enlisted in Annexure-II of this Agreement shall be for the common use and enjoyment of all the ALLOTTEES/CO-OWNERS of the over all Schedule-A property and the ALLOTTEE/PURCHASER shall faithfully observe the rules and regulations pertaining to the usage of common facilities all other common amenities, in the larger interests of all the ALLOTTEES and CO-OWNERS of the Project contemplated on the Schedule-A property.

38. PRO-RATA COST OF AMENITIES:

It is further clarified between the Parties herein that the pro-rata cost of providing the above mentioned facilities and amenities as enlisted in the Annexure-II of this Agreement has been included in the cost as contemplated in this Agreement and the ALLOTTEE/PURCHASER does not have to pay anything further in respect of provision of the said facilities and amenities

39. CO-OPERATION BY THE ALLOTTEE/PURCHASER:

The BUILDER/PROMOTER shall make necessary applications to the Competent Authorities namely TNEB for electricity supply to all the Apartments and for common utilities like club house, pump, lifts, generator, Swimming pool and such other facilities to be provided in the Schedule-A property. For this purpose, the ALLOTTEE/PURCHASER shall authorize one or more agents of the BUILDER/PROMOTER to lodge necessary papers for acknowledging, delivery of possession, apart from bearing pro-rata costs incurred in the process thereof.

40. TERRACE ON THE TOP FLOOR

The terrace over the top floor of the Schedule-A building shall be common to co-owners of the Schedule A property and/or their nominee/s for their common use and enjoyment. It is fully agreed and accepted between the Parties herein that in future no construction of any type either permanent or temporary shall be done by either party and/or their nominee/s.

41. ASSIGNMENT FEE

It is specifically agreed between the Parties herein that the ALLOTTEE/PURCHASER cannot part with, sell or assign her interest in the Schedule-C premises without the express sanction of the BUILDER/PROMOTER in writing until all the obligations contemplated under this Agreement are fulfilled. It is specifically understood that the BUILDER/PROMOTER shall accord sanction to such assignment on charging an assignment fee of Rs.100/- per sq. ft. on the Schedule-C Flat area, provided however the ALLOTTEE/PURCHASER has paid the Installments due till the date of such assignment.

42. DUE COMPLIANCE BY SUCCESSORS-IN-TITLE

It is agreed between the Parties herein that as and when the Schedule-C Apartment is being sold or dealt with in any other manner by anybody other than the ALLOTTEE/PURCHASER herein, she shall ensure the due compliance of all the terms and conditions contained herein by her successors and shall further ensure that such of her nominee/s or successors shall not do anything in relation to the Schedule-C Apartment, it's car park contrary to the conditions contained hereunder, which shall be binding on the ALLOTTEE/PURCHASER or any other person claiming under her in any capacity.

43. DISPUTE RESOLUTION THROUGH ARBITRATION

Any dispute arising out of this Agreement or in any manner touching upon it, the same shall be resolved through Arbitration by the sole Arbitrator to be appointed under the provisions of Arbitration and Conciliation Act, 1996.

44. CORRESPONDENCE

The ALLOTTEE/PURCHASER agrees that any correspondence sent by Registered Post to the ALLOTTEE/PURCHASER at the address shown in the description of parties or any other address duly intimated in writing by the ALLOTTEE/PURCHASER shall be deemed to have been duly served on the ALLOTTEE/PURCHASER.

45. TWO ORIGINALS

This Agreement has been prepared in TWO originals and duly attested by the Parties concerned, one retained by the BUILDER/PROMOTER and the other by the ALLOTTEE/PURCHASER.

SCHEDULE A PROPERTY

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

OLD SURVEY NO.	NEW SURVEY NO.	EXTENT
534/1 [part]	534/1B	1.06 Acres
531/5C[part]	531/5C4A[part] }	4.13 Acres
531/5C[part]	531/5C4A[part] }	
531/5C[part]	531/5C4A[part] }	
531/5B	531/5B1	1.12 Acres
531/5A	531/5A1 }	95.6 Cents
	531/5A2 }	
531/5B	531/5B2	2.05 Acres
	531/3B [part]	1944 sq.ft.

		9.316 Acres & 1944 sq.ft.
		=====

in all totally measuring an extent of 9 Acres 31.6 Cents and 1944 sq.ft. or thereabouts, in THIRUKATCHUR Village, Maraimalai Nagar Municipality, Chengelpet

Taluk, Kancheepuram District, situated within the Registration District of Chengelpet and Sub-Registration District of Joint-II Sub-Registrar, Chengelpet.

SCHEDULE -B PROPERTY

(Extent of land proposed to be conveyed by the LAND OWNER)

___ **sq.ft.** [___ sq. mtrs.] of undivided share and interest in the above mentioned Schedule A Vacant land.

SCHEDULE C PROPERTY

[Description of the Apartment/Town Villa/Serviced Apartments to be constructed for the ALLOTTEE/PURCHASER].

Residential Apartment space measuring ___ **sq.ft.** [___ sq. mtrs.] or thereabouts of super built up area, [inclusive of common area] bearing Apartment **No. __, __ FLOOR**, on the ___ - **BLOCK** of the storeyed building called "**METROPOLIS**", delineated and coloured ORANGE in the plan annexed herewith, together with ___ **No.** Covered Car Parking space, delineated and coloured "YELLOW" in the Basement Floor plan annexed herewith.

IN WITNESS WHEREOF THE BUILDER/PROMOTER AND THE ALLOTTEE/PURCHASER HAVE ALL SET AND SUBSCRIBED THEIR RESPECTIVE HANDS, SEAL AND SIGNATURE TO THIS CONSTRUCTION AGREEMENT, ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESS:

[1]

BUILDER/PROMOTER

[2]

ALLOTTEE/PURCHASER

Drafted By : **R.S.Kartik**, Advocate, No.46, G Square, Rajiv Gandhi Salai (OMR), Kandanchavadi, Chennai – 600 096.

ANNEXURE I

DETAILS OF PAYMENT TO BE EFFECTED BY THE ALLOTTEE/PURCHASER TO THE BUILDER/PROMOTER

1. On or before _____ : - Rs. _____/-

Total - Rs. _____/-

ANNEXURE II

PREMIUM VILLA APARTMENT SPECIFICATIONS FOR THE PROJECT "METROPOLIS "

I. STRUCTURE

1. RCC framed structure
2. Brick Masonary and Plastering

II. JOINERIES

1. Main door - Red Miranti or equivalent Frame with Ornamental Flush Door with 4 Pin
- Mortise Lock Polished Both Sides
2. Bedroom Doors - Red Miranti or equivalent Frame with Space Flush Door painted both sides with Cylindrical Lock
3. Toilet doors - Red Miranti or equivalent Frame with Water Proof Plastic Coated Flush Door painted both sides with Cylindrical lock
4. Balcony / French Door - UPVC Sliding glass door
5. Windows - UPVC Sliding Windows
6. Ventilators - UPVC Top Hung Ventilators

III. FLOORING

1. Living & Dining - 18" x 18" Vitrified Tiles Flooring
2. Bedrooms - 12" x 12" Ceramic Tiles Flooring
3. Kitchen - Ceramic Tiles Flooring
4. Balcony & Service - Ceramic Tiles Flooring
5. Toilet Floor - Anti Skid Ceramic Tiles

- | | | |
|-----------------------------|---|---------------------------------|
| 6. Toilet Dado | - | Glazed Tiles up to 7' 0" height |
| 7. Toilet Dado (servant) | - | Glazed Tiles up to 5' 0" height |
| 8. Common Areas & Staircase | - | Stone / Vitrified Flooring |
| 9. Car Park | - | Granolithic Flooring |

IV. STAIRCASE RAILING

1. M.S.Railing as per Architect design

V. COUNTER TOP

1. 20 mm Granite in Kitchen Counter with 2'.0" tile above.
2. Stainless Steel Sink with Drainboard
3. Master Bed Toilet - Vanity Type Wash Basin

VI. PLUMBING & SANITARY

1. Water Supply - PPR pipes both hot & cold
2. PVC Rainwater, Sanitary, Waste water line - Truebore / Finolex.
3. S.W.Pipeline of ISI brand for underground drainage.
4. Separate Motors for Sump and Borewells.
5. Total water supply system with Treated Water.
6. Jaguar Continental CP Fixtures
7. White Parryware Cascade Sanitary Fixtures
8. Health faucet will be provided for closets
9. Wall mounted Parryware Cascade closets with cistern for all toilets

VII. ELECTRICAL

1. Concealed Wiring -Finolex or equivalent make.
2. Switches - Modular Anchor or equivalent make.
3. Adequate Light, Fan and Power points

VIII. LIFT

1. One 13 Passenger Stretcher Lift and One 10 Passenger Lift in each Tower.

IX. PAINTING

- | | | |
|-------------|---|---|
| 1. Basement | - | Whitewash |
| 2. Internal | | |
| Ceiling | - | Dry Distemper |
| Walls | - | Living, Dining, Bedrooms - Punning
with Oil Bound Distemper Paint
Other Areas - Dry Distemper |
| 3. External | - | Weather Proof Exterior Emulsion Paint /
Texture as per Architect design |

X. EXTERNAL

1. Hard and Soft Landscaping around the building
2. Compound Wall in Outer periphery with required gates
3. Landscaping as per Architect details

XI. GENERAL

1. Anti-Termite Treatment
2. Under Ground Water Tank with Pneumatic pumps
3. Generator back up for Apartment 6 KVA
4. Security Intercom
5. Independent R.O.provision for each apartment

COMMON FACILITIES FOR THE PROJECT "METROPOLIS"

SECURITY

- Access Controlled entry to block lobbies
- Access Controlled drop barrier entry to basement.
- Access Controlled entry & exit to complex

LANDSCAPE

- 4 acre central green
- Pedestrian paths, jogging and cycling track
- Lotus Pond
- Zen Garden
- Landscaped Seating Courtyard
- Sculpture Court
- Children's Play area
- Party Lawns accessed from club banquet hall
- Tennis/badminton court.
- Water bodies and fountains

VEHICULAR MOVEMENT

- Private covered basement parking for each apartment located close to individual lobbies.
- Enclosed basement lobbies.
- Visitors parking provided near respective block lobbies.

CLUB HOUSE

- Independent reception and administration zone.
- Restaurant.

- Banquet hall with pre - function.
- Theater with raked seating and reclining seats with surround sound.
- Independent change and locker room.
- Expansive pool deck and outdoor party area.
- Party Lawns accessed from club banquet hall
- Exclusive spa and health club having independent steam chambers and massage rooms jacuzzi for ladies and gents.
- Exclusive salon.
- Exclusive area for aerobics and floor exercises.
- Business centre having dedicated broadband terminals, 30 seater board room and conference / meeting rooms with secretarial services inclusive of facsimile / photocopy services.
- Squash court.
- Swimming pool.
- Trellis covered side pool deck.
- Creche.

SERVICES

- Efficient hydro pneumatic system for water supply.
- Seamless, rust free PPR piping for water supply.
- Water treatment plant.
- Sewerage treatment plant.
- Full power backup to common area and partial backup to landscaped area.

COMMON AMENITIES

- Convenio with pharmacy.
- Coffee day outlet.
- Car Wash Facility.
- Piped Music in Club House, Pool Surroundings, Central Green area.

APPROVED DRAFT

DEED OF SALE FOR UNDIVIDED SHARE OF LAND

THIS DEED OF SALE EXECUTED AT CHENNAI ON THIS THE __ DAY
OF _____ 2007, BY:

M/s.AKSHAYA J.M.B.PROPERTIES PVT. LTD., a Private Limited Company, incorporated under the Companies Act, 1956, having its Registered Office at No.22, Second Street, Nehru Nagar, Adyar, Chennai-600 020, represented herein by their General Power of Attorney Agent **M/s.AKSHAYA HOMES PRIVATE LIMITED**, a Private Limited Company incorporated under the Companies Act, 1956, having their Registered Office at No.22, Second Street, Nehru Nagar, Adyar, Chennai-600 020, vide two General Powers of Attorney both dated 02/05/2007, Registered as Doc.Nos.1136/2007 and 1137/2007, in the Office of the Sub-Registrar, Adyar, respectively, represented by its Authorised Signatory **Mr.N.KANAGA SABAPATHY**, son of Mr.K.Narayanaperumal, aged about 36 years, duly authorised by the Board of Directors vide its Resolution dated 01/06/2007, hereinafter called the **VENDOR**, which term wherever the context so admits and permits shall mean and include themselves, their successors-in-interest and assigns:

TO AND IN FAVOUR OF

hereinafter called the **PURCHASER**, having Income Tax P.A.No._____, which term wherever the context so admits or requires shall mean and include himself/herself/themselves, his/her/their heirs, legal representatives, administrators, executors, assigns etc.

WHEREAS all that piece and parcel of Vacant land [being the larger extent of the Schedule A property] comprised in the following Survey Numbers -

OLD SURVEY NO.	NEW SURVEY NO.	EXTENT
534/1 [part]	534/1B	1.06 Acres
531/5C[part]	531/5C4A[part]	1.00 Acre
531/5C[part]	531/5C4A[part]	2.00 Acres
531/5C[part]	531/5C4A[part]	2.00 Acres
531/5B	531/5B1	1.12 Acres
531/5A	531/5A1 } 531/5A2 }	1.13 Acres
531/5B	531/5B2	2.05 Acres

		10.36 Acres
		=====

in all totally measuring an extent of 10 Acres 36 Cents or thereabouts, in THIRUKATCHUR Village, Maraimalai Nagar Municipality, Chengelpet Taluk, Kancheepuram District, belonged to M/s.J.M.B.FINLEASE PVT. LTD., a Private Limited Company, then having its Registered Office at No.18, Paper Mills Road, [First Floor], Perambur, Chennai-600 011, they having acquired the same in the following manner:

[a] Land originally comprised in Survey No.534/1 [part], currently comprised in Survey No.534/1B, measuring 1 Acre 6 Cents or thereabouts, from Mr.T.K.NATARAJAN, son of Late.T.N.Krishnaswamy Iyer, vide Sale Deed dated 11/02/2005, registered as Doc.No.905/2005, in the Office of the Joint-II Sub-Registrar, Chengelpet.

[b] Land originally comprised in Survey No.531/5C [part], currently comprised in Survey No.531/5C4A [part], measuring 1 Acre or thereabouts, from Mr.T.K.NATARAJAN and Mr.T.K.RAMANAKUMAR, vide Sale Deed dated 11/02/2005, registered as Doc.No.906/2005, in the Office of the Joint-II Sub-Registrar, Chengelpet

[c] Land originally comprised in Survey No.531/5C [part], currently comprised in Survey No.531/5C4A [part], measuring 2 Acres or thereabouts, from Mr.T.K.NATARAJAN and Mr.T.K.RAMANAKUMAR, vide Sale Deed dated 11/02/2005, registered as Doc.No.908/2005, in the Office of the Joint-II Sub-Registrar, Chengelpet

[d] Land originally comprised in Survey No.531/5C [part], currently comprised in Survey No.531/5C4A [part], measuring 2 Acres or thereabouts, from Mr.T.K.NATARAJAN and Mr.T.K.RAMANAKUMAR, vide Sale Deed dated 11/02/2005, registered as Doc.No.907/2005, in the Office of the Joint-II Sub-Registrar, Chengelpet

[e] Land originally comprised in Survey No.531/5B, currently comprised in Survey No.531/5B1, measuring 1 Acre 12 Cents or thereabouts, from Mr.T.K.NATARAJAN and Mr.T.K.RAMANAKUMAR, vide Sale Deed dated 11/02/2005, registered as Doc.No.968/2005, in the Office of the Joint-II Sub-Registrar, Chengelpet

[f] Land originally comprised in Survey No.531/5A, currently comprised in Survey Nos.531/5A1 and 531/5A2, measuring 1 Acre 13 Cents or thereabouts, from Mr.T.K.NATARAJAN and Mr.T.K.RAMANAKUMAR, vide Sale Deed dated 11/02/2005, registered as Doc.No.969/2005, in the Office of the Joint-II Sub-Registrar, Chengelpet

[g] Land originally comprised in Survey No.531/5B, currently comprised in Survey No.531/5B2, measuring 2 Acres 5 Cents or thereabouts, from Mr.T.K.NATARAJAN and Mr.T.K.RAMANAKUMAR, vide Sale Deed dated 11/02/2005, registered as Doc.No.970/2005, in the Office of the Joint-II Sub-Registrar, Chengelpet

AND WHEREAS eversince the aforementioned date of acquisition, the above named M/s.J.M.B.Fin Lease Pvt. Ltd. have been in the peaceful possession and enjoyment of the said property without any interruption or interference from any person whatsoever paying in their own right, taxes and other public charges pertaining to the same.

WHEREAS subsequently the above named M/s.J.M.B.FINLEASE PVT. LTD. have changed their name to M/s.AKSHAYA - J.M.B.PROPERTIES PVT. LTD. [being the VENDOR herein] as confirmed by the Certificate issued by the Registrar of Companies, Chennai, dated 22/09/2006 issued by the Registrar of Companies, Chennai.

WHEREAS pursuantly the above named VENDOR herein had also purchased the land comprised in Survey No.531/3B [part] measuring 1944 sq. ft. or thereabouts from Mr.P.VENKATRAMAN, son of Mr.Perumal, vide Sale Deed dated 25/10/2006, Registered as Doc.No.13173/2006, in the Office of the Joint-II Sub-Registrar, Chenglepet.

AND WHEREAS in the manner aforesaid the VENDOR herein became entitled to all that piece and parcel of Vacant land comprised in the following Survey Numbers -

OLD SURVEY NO.	NEW SURVEY NO.	EXTENT
534/1 [part]	534/1B	1.06 Acres
531/5C[part]	531/5C4A[part]	1.00 Acre
531/5C[part]	531/5C4A[part]	2.00 Acres
531/5C[part]	531/5C4A[part]	2.00 Acres
531/5B	531/5B1	1.12 Acres
531/5A	531/5A1 }	1.13 Acres
	531/5A2 }	
531/5B	531/5B2	2.05 Acres
	531/3B [part]	1944 sq.ft.

		10.36 Acres
		1944 sq.ft.
		=====

in all totally measuring an extent of 10 Acres 36 Cents and 1944 sq.ft. or thereabouts, in THIRUKATCHUR Village, Maraimalai Nagar Municipality, Chengelpet Taluk, Kancheepuram District, being the larger extent of the Schedule A property.

AND WHEREAS ever since the aforementioned dates of acquisition of the larger extent of the Schedule A property in the manner aforesaid the VENDOR has been in the peaceful possession and enjoyment of the same paying in their own right, taxes and all other public charges pertaining to the said property thereby having absolute legal and marketable title in their favour.

WHEREAS the VENDOR with a view to develop the aforementioned larger extent of the Schedule A property, had applied to the concerned authority being "Maraimalai Nagar Municipality" for sanctioning an approval for their proposed plan.

AND WHEREAS the said authority on having perused all the papers and the subject site, had directed the VENDOR to gift an extent of 4225.05 sq. mtrs. from and out of the larger extent of the aforementioned Schedule A property towards Open Space Reservation ["OSR"].

WHEREAS the VENDOR has pursuantly executed a Gift Deed dated 10/10/2007, Registered as Doc.No.13575/2007, in the Office of the Joint-II Sub-Registrar, Chinglepet, in favour of MARAIMALAI NAGAR MUNICIPALITY, gifting an extent of 3519.14 sq. mtrs. [87 cents] in Survey No.531/5C4A [part] and 705.91 sq. mtrs. [17.4 cents] in Survey No.531/5A2 [part], in all measuring an extent of 4,225.05 sq. mtrs. from and out of the larger extent of the aforementioned property towards the above mentioned Open Space Reservation Area.

AND WHEREAS the VENDOR is currently left with the balance extent of land measuring 9 Acres 31.6 Cents and 1944 sq. ft. or thereabouts, morefully and particularly detailed in the Schedule A hereunder.

WHEREAS the VENDOR herein, in order to make better investments is desirous of selling the Schedule A vacant land either in whole or in parts to such interested PURCHASERS/S and in pursuance thereof have offered for sale _____ sq. ft. [_____ sq. mtrs.] of undivided share and interest in their aforesaid Schedule A vacant land, which undivided share has been morefully described in the Schedule B annexed hereunder for a sum of Rs._____/-(Rupees _____ only) free from any encumbrance.

WHEREAS the PURCHASER herein has/have examined the title deeds pertaining to the Schedule A property and has/have satisfied himself/herself/themselves of the absolute title thereto of the VENDOR and has/have accepted and agreed to purchase the Schedule B property at the said

price free from all encumbrance, claims and demands, subject to the following terms and conditions:

NOW THIS DEED OF SALE WITNESSETH:-

01. THAT in pursuance of the aforesaid agreement subject to covenants contained hereinafter and in consideration of the payment of a sum of Rs. _____/- (Rupees _____ Only) paid by the PURCHASER to the above named Attorney of the VENDOR [at the instance and direction of the VENDOR herein, vide the above mentioned General Powers of Attorney, executed in its favour, which are still valid and subsisting], in the following manner:

[a]

[b]

the receipt of which sum the ATTORNEY OF THE VENDOR doth hereby admit, acknowledge and acquit the PURCHASER from any further payment thereof, and the VENDOR doth hereby grant, convey, sell, transfer and assign unto the PURCHASER ____ sq.ft., [_____ sq. mtrs.] of undivided share and interest in all that piece and parcel of the Schedule A Vacant land comprised in the following Survey Numbers -

OLD SURVEY NO.	NEW SURVEY NO.	EXTENT
534/1 [part]	534/1B	1.06 Acres
531/5C[part]	531/5C4A[part] }	4.13 Acres
531/5C[part]	531/5C4A[part] }	

531/5C[part]	531/5C4A[part] }	
531/5B	531/5B1	1.12 Acres
531/5A	531/5A1 }	95.6 Cents
	531/5A2 }	
531/5B	531/5B2	2.05 Acres
	531/3B [part]	1944 sq.ft.

		9.316 Acres
		1944 sq.ft.
		=====

in all totally measuring an extent of 9 Acres 31.6 Cents and 1944 sq.ft. or thereabouts, in THIRUKATCHUR Village, Maraimalai Nagar Municipality, Chengelpet Taluk, Kancheepuram District, more fully and particularly described in the Schedule "B" annexed hereunder and hereinafter referred to as the said property subject to and together with the rights in common with other co-owners and or PURCHASERS of the other undivided shares present or future, in the piece and parcel of land described in the Schedule "A" hereunder, together with the drains, water, watercourses, liberties, easements, advantages and appurtenances, whatsoever in and to the said property or in any way appertaining thereto or usually held, occupied or enjoyed therewith or reputed so to be.

02. The VENDOR hereby covenant with the PURCHASER that the VENDOR is the absolute owner of the Schedule A vacant land having perfect, lawful, absolute, good right and title to the said Schedule A land, and is entitled to grant, convey and sell a portion of the same morefully described in the Schedule B unto the PURCHASER with full rights of ownership and that except the VENDOR no one else has any claim title, right, share, demand or interest over the Schedule B mentioned land hereby conveyed to the PURCHASER.

03. The VENDOR further confirm that the said Schedule B property hereby conveyed shall at all times remain and be quietly enjoyed by the PURCHASER and the rents and profits therefrom received by the PURCHASER without any interruption or disturbance by the VENDOR or any other person whomsoever claiming through or under them.

04.The VENDOR further covenants with the PURCHASER that the Schedule B Property is free from any subsisting mortgage and is not affected by any charge, lien, pending litigation, attachment, acquisition, Orders of Court or any kind of encumbrance and the VENDOR has not done anything, omitted or knowingly suffered any Act, Deed or thing whereby the Schedule B mentioned Land may stand in any way encumbered or impeached in title.

05.The VENDOR hereby agree and undertake to indemnify and keep the PURCHASER well and sufficiently indemnified against all actions, claims, demands whatsoever that may be made on the PURCHASER on the ground of any defect in the title of the VENDOR and against all expenses, costs, damages which the PURCHASER may incur or be put to or suffer by reason of the failure of any of the covenants hereinabove.

06. The VENDOR further covenants that all quit rents and other Revenues, Taxes, Amenities and Levies payable to the Government, Corporation or any other local Authority have been paid upto date and if there is any amount due in respect of the above, the VENDOR undertake to pay the same. All such outgoings and betterment tax, if any after the date of this Sale shall be borne by the PURCHASER in proportion to his/her/their undivided share.

07. The PURCHASER shall have in common with all other co-owners and persons authorised by him/her/them the right to enter and use the land and common passages over the Schedule A land.

08. The PURCHASER shall not be entitled to claim partition of his/her/their share in the land described in the Schedule "B" hereunder and the same shall remain though alienable, undivided and impartible.

09. The VENDOR covenants with the PURCHASER that, the VENDOR shall at all times execute and register any further document or documents at the request and cost of the PURCHASER to better assure the title of the PURCHASER to the Schedule B Property hereby conveyed.

10. As the VENDOR is conveying only a portion of the Schedule-A property to the PURCHASER herein, the VENDOR has retained the original title deeds and other documents relating to the Schedule-A property. The VENDOR has already handed over photo copies of the available title deeds and documents relating to the Schedule-A mentioned property to the PURCHASER herein.

11. The PURCHASER is at perfect liberty to apply for mutation of records with Revenue, Municipal and other Authorities in respect of the Schedule B mentioned Land.

12. The VENDOR has this day put the PURCHASER in legal possession of the Schedule B mentioned Land and henceforth the PURCHASER may possess and enjoy the same absolutely with full powers of ownership, alienation and without any manner of claim, title, right, share, demand, interest, lawful let, hindrance, interruption or interference from the VENDOR or any person or persons claiming through the VENDOR.

SCHEDULE A PROPERTY

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

534/1 [part]	534/1B	1.06 Acres
531/5C[part]	531/5C4A[part] }	4.13 Acres
531/5C[part]	531/5C4A[part] }	
531/5C[part]	531/5C4A[part] }	
531/5B	531/5B1	1.12 Acres
531/5A	531/5A1 }	95.6 Cents
	531/5A2 }	
531/5B	531/5B2	2.05 Acres
	531/3B [part]	1944 sq.ft.

		9.316 Acres
		1944 sq.ft.
		=====

in all totally measuring an extent of 9 Acres 31.6 Cents and 1944 sq.ft. or thereabouts, in THIRUKATCHUR Village, Maraimalai Nagar Municipality, Chengelpet Taluk, Kancheepuram District, situated within the Registration District of Chengelpet and Sub-Registration District of Joint-II Sub-Registrar, Chengelpet.

SCHEDULE B PROPERTY

(Property hereby conveyed)

_____ sq.ft. [_____ sq. mtrs.] of undivided share and interest in all that piece and parcel of the above mentioned Schedule "A" Vacant Land.

The Present Market Value of the Schedule B property is Rs. _____/-.

IN WITNESS WHEREOF THE ATTORNEY OF THE VENDOR AND THE PURCHASER HEREIN HAVE SET THEIR RESPECTIVE HANDS, SEAL AND SIGNATURES TO THIS DEED OF SALE ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESS:

WITNESS:-

1.

ATTORNEY OF THE VENDOR

2.

PURCHASER

Drafted by:M/s.V Seshadri & Company, Advocates, Ramaniyam Arcade, E28,
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