

AGREEMENT FOR SALE OF UNDIVIDED SHARE IN LAND

THIS AGREEMENT FOR SALE OF UNDIVIDED SHARE IN LAND, EXECUTED AT CHENNAI ON THIS THE ___th DAY OF _____ **2015** BETWEEN -

- [1] [i] Mr. K.S MOHAN**, son of Late K.P Subramaniam, aged about 61 years, residing at No.48, Third Main Road ,Gandhi Nagar, Adyar, Chennai 600020,
- [ii] Mrs.HEMALATHA KUMAR**, wife of Mr.S.V.Kumar, aged about 64 years, residing at No.3373/C, 13th A Main Road, HAL II Stage, Indira Nagar, Bangalore-560 008
- [iii] Mrs.UMA MURALIKRISHNA**, wife of Mr.Muralikrishna, aged about 47 years, residing at No.14, 'Nest Oceana', S1, 2nd Floor, Jayaram Street, Thiruvanmiyur, Chennai- 600 041.

- [iv] **Ms.SHWETHA**, daughter of Mr. K.S. Mohan, aged about 34 years, residing at No.48, Third Main Road, Gandhi Nagar, Adyar, Chennai -600 020,
- [v] **Ms. SHRADHA**, daughter of Mr.K.S.Mohan, aged about 28 years, residing at No.48, Third Main Road, Gandhi Nagar, Adyar, Chennai-600 020 and
- [vi] **Ms.AMRUTHAVARSHINI**, daughter of Mr.V.Muralikrishna, aged about 27 years, residing at 4/5, Sai Krupa, Sunrise Avenue, Neelankarai, Chennai - 600 041, hereinafter collectively called the **FIRST VENDORS**, which term shall mean and include themselves, their respective heirs, executors, administrators and assigns
- [2] **M/s.ASSOCIATED EQUIPMENT SERVICES**, a Partnership Firm, having its Registered Office at No.66, Third Main Road, Kasturba Nagar, Adyar, Chennai - 600 020, represented herein by its Partners
- [a] **Mrs.HEMALATHA KUMAR**, wife of Mr.S.V.Kumar, aged about 64 years and
- [b] **Mrs.UMA MURALI KRISHNA**, wife of Mr.Murali Krishna, aged about 47 years, hereinafter called the **SECOND VENDOR**, which term shall mean and include its executors, administrators, legal representatives, successors-in-interest and assigns and
- [3] **M/s.AKSHAYA PRIVATE LIMITED**, a Private Limited Company incorporated under the Companies Act, 1956, having its Registered Office at G-Square, 4th Floor, No-46, Rajiv Gandhi Salai, Chennai-600 096, represented by its Authorised Signatory **Mr.T.SENTHIL KUMARAN**, [PAN : BJYPS1663K] son of Mr.Thangavel, aged about 41 years, vide Board Resolution dated 03/10/2013, hereinafter called the **THIRD VENDOR**, which term shall mean and include its executors, administrators, legal representatives, successors-in-interest and assigns

VENDORS [1] & [2] represented herein by their Power Agent **M/s. AKSHAYA PRIVATE LIMITED**, a Private Limited Company, incorporated under the Companies Act, 1956, having its Registered Office at G-Square, 4th Floor, No.46, Rajiv Gandhi Salai, Kandanchavadi, Chennai – 600 096, vide -

- [a] General Power of Attorney dated 23/01/2012, Registered as Doc.No.257/2012, in the Office of the Sub-Registrar, Neelankarai
- [b] General Power of Attorney dated 13/03/2012, Adjudicated as No.251/2012, in the Office of the Sub-Registrar, Adyar.
- [c] General Power of Attorney dated 23/01/2012, Registered as Doc.No.258/2012, in the Office of the Sub-Registrar, Neelankarai
- [d] General Power of Attorney dated 07/04/2014, Registered as Doc.No.2398/2014, in the Office of the Sub-Registrar, Neelankarai

[e] General Power of Attorney dated 07/04/2014, Registered as Doc.No.2399/2014, in the Office of the Sub-Registrar, Neelankarai,

[f] General Power of Attorney dated 18/04/2014, Adjudicated as Doc.No.1794/2014, in the Office of the District Registrar, South Chennai.

[g] General Power of Attorney dated 26/06/2014, Registered as Doc.No.4387/2014, in the Office of the Sub-Registrar, Neelankarai,

[h] General Power of Attorney dated 06/09/2014, Adjudicated as Doc.No.3611/2014, in the Office of the Sub-Registrar, South Chennai, represented by it's Authorised Signatory, **Mr.T.SENTHIL KUMARAN**, [PAN : BJYPS1663K] son of Mr.Thangavel, aged about 41 years, duly authorized by Board of Directors, vide their resolution dated 03/10/2013.

The terms FIRST VENDORS, SECOND VENDOR and THIRD VENDOR, shall hereinafter be collectively called the **VENDORS**, which term shall mean and include themselves, their legal heirs, legal representatives, executors, administrators and assigns.

AND

Mrs. _____, [PAN : _____] wife / Son / daughter of Mr. _____, aged about _____ years, residing at _____, hereinafter called the **PURCHASER**, which term shall mean and include herself, her legal heirs, legal representatives, executors, administrators and assigns.

Item-I:

WHEREAS all that piece and parcel of Vacant land situated at Old Mahabalipuram Road, Thoraipakkam, Chennai-600 097, comprised in –

[a] Land comprised in Old Survey No.67/1/2A, New Survey No.67/2 – measuring 0.46 Acre; [0.47 Acre as per parent documents] and

[b] Land comprised in Old Survey Nos.69/1B2B & 69/3, now clubbed under New Survey No.69/2A2 – measuring 0.58 Acre [0.51 Acre and 0.09 Acre, as per Parent documents] in all totally measuring an extent of 1.04 Acres or thereabouts [1.07 Acres as per parent document], in Okkiam Thoraipakkam Village, formerly Saidapet Taluk, then Tambaram Taluk, currently Sholinganallur Taluk, Kancheepuram District, more fully described in the Item-I of the Schedule A hereunder, originally belonged to M/s.AUTOMOTIVE ANCILLARY SERVICES, which was a Sole Proprietor concern of one Mr.K.P.Subramaniam, having acquired the same vide Sale Deed dated 29/06/1971, Registered as Doc.No.1556/1971, in the Office of the Sub-Registrar, Saidapet.

WHEREAS the said Mr.K.P.Subramaniam during his life time had on 01/06/1995 brought the said property as his capital contribution into the Partnership Firm called M/s.AUTOMOTIVE SHEET METAL COMPONENTS.

WHEREAS the Partners of the said Firm were M/s.Automotive Ancillary Services Pvt. Ltd., M/s.Sheet Metal Industries Pvt. Ltd., K.P.Subramaniam [HUF] and K.S.Mohan [HUF], as per the Partnership Deed dated 01/06/1995.

WHEREAS ever since the said Firm was the absolute owner of the aforementioned property owning the same, as it's immovable asset paying in its own right, taxes and all other public charges.

AND WHEREAS the said K.P.Subramaniam [HUF] and K.S.Mohan [HUF] had voluntarily retired from the said partnership business of M/s.Automotive Sheet Metal Components with effect from 01/01/1996 and thereby the assets, liabilities and management of the Firm stood vested on its continuing partners namely, M/s.Automotive Ancillary Services Pvt. Ltd. and M/s.Sheet Metal Industries Pvt. Ltd.

WHEREAS subsequently by and under a Deed of Induction and Reconstitution of the said Partnership of M/s.Automotive Sheet Metal Components dated 02/08/2010, Mr.K.S.Mohan, Mrs.Hemalatha Kumar, Mrs.Uma Muralikrishna, Ms.Shwetha, Ms.Shradda and Ms.Amruthavarshini, being the FIRST VENDORS herein, were inducted as the Partners of the said Firm.

WHEREAS according to the said Deed the profit/loss sharing ratio of the Partners in the assets/liabilities of the reconstituted Firm, was arrived upon as follows:

<u>Name</u>	<u>Percentage</u>
M/s.AUTOMOTIVE ANCILLARY SERVICES (P) LTD	2.5%
M/s.SHEET METAL INDUSTRIES (P) LTD	2.5%
Mr.K.S.Mohan	10.56%
Mrs. Hemalatha Kumar	31.67%
Mrs. Uma Murali Krishna	15.84%
Ms.Shwetha	10.55%
Ms.Shradha	10.55%
Ms. Amruthavarshini	15.83%
TOTAL	100.00%

WHEREAS subsequently the above named M/s.Automotive Ancillary Services Pvt. Ltd. and M/s.Sheet Metal Industries Pvt. Ltd., retired from the Partnership Firm, M/s.Automotive Sheet Metal Components in terms of a Deed of Retirement and Reconstitution dated 05/01/2011.

WHEREAS subsequently the above named M/s.Automotive Ancillary Services Pvt. Ltd. and M/s.Sheet Metal Industries Pvt. Ltd. executed a Release Deed dated 04/02/2011, Registered as Doc.No.754/2011, in the Office of the Sub-Registrar, Neelankarai, in favour of Mr.K.S.Mohan, Mrs.Hemalatha Kumar; Mrs.Uma Muralikrishna, Ms.Shwetha, Ms.Shradha and Ms.Amruthavarshini, whereby the said M/s.Automotive Ancillary Services Pvt. and M/s.Sheet Metal Industries Pvt. Ltd. have released their share in the aforementioned property in favour of the FIRST VENDORS herein.

WHEREAS pursuant to the above mentioned Release Deed executed and registered by the above named M/s.Automotive Ancillary Services Pvt. Ltd. and M/s.Sheet Metal Industries Pvt. Ltd., the FIRST VENDORS herein became absolutely entitled to the aforementioned property.

WHEREAS subsequently the FIRST VENDORS herein dissolved the above mentioned Partnership Firm, M/s.Automotive Sheet Metal Components under a Deed of Dissolution dated 01/06/2011.

WHEREAS pursuant to the said Dissolution, the aforementioned property has come to the individual and absolute entitlement of the FIRST VENDORS herein.

WHEREAS as per the aforementioned Deed of Dissolution, the aforementioned property is currently owned by the FIRST VENDORS herein in the following proportions:

Name	Percentage
Mr.K.S.Mohan, 1 st Party of the FIRST VENDORS	16.66%
Mrs. Hemalatha Kumar, 2 nd Party of the FIRST VENDORS	25.00%
Mrs. Uma Murali Krishna, 3 rd Party of the FIRST VENDORS	12.50%
Ms.Shwetha, 4 th Party of the FIRST VENDORS	16.67%
Ms.Shradha, 5 th Party of the FIRST VENDORS	16.67%
Ms.Amruthavarshini, 6 th Party of the FIRST VENDORS	12.50%
TOTAL	100.00%

WHEREAS in the manner aforesaid, the FIRST VENDORS herein are the only persons entitled to the aforementioned property and ever since becoming entitled to the said property in the manner aforesaid have been in absolute peaceful possession and enjoyment of the same, without any interruption or interference from any person whomsoever, paying in their own right, taxes and all other public charges pertaining to the same.

Item-II:

WHEREAS all that piece and parcel of Vacant land situated at Old Mahabalipuram Road, Thoraipakkam, Chennai-600 097, comprised in:

[a] Old Survey Nos.67/2B and 67/1/2A, currently comprised in New Survey No.67/3 – measuring 0.36 Acre as per documents and 0.37 Acre as per Patta

[b] Old Survey Nos.69/3 and 69/1B2B, currently comprised in New Survey No.69/2A3 – measuring 0.34 Acre as per documents and 0.33 Acre as per Patta, in Okkiam Thoraipakkam Village, formerly Saidapet Taluk, then Tambaram Taluk, currently Sholinganallur Taluk, Kancheepuram District, more fully described in the Item-II of the Schedule A hereunder, belongs to the SECOND VENDOR herein, they having purchased the said Item-II of the Schedule A property, from Mr.Parasurama Iyer, vide Sale Deed dated 20/03/1972, Registered as Doc.No.724/1972, in the Office of the Sub-Registrar, Saidapet.

WHEREAS the SECOND VENDOR ever since becoming entitled to the Item-II of the Schedule A property in the manner aforesaid have been in absolute possession and continuous enjoyment of the same without any interruption or interference from any person whomsoever paying in their own right, taxes and all other public charges pertaining to the same.

Item-III:

All that piece and parcel of Property comprised in the following Survey Numbers –

Sl.No.	Old Survey Number	New Survey Number		Extent in Acre
1.	67/1A-2A	67/1A then 67/1A1		1.24.6
2.	57/3A	57/3A1	0.11	0.18.5
		57/3A2	0.07.5	
3.	57/3B	57/3B1	0.11	

		57/3B2	0.05	0.16.0
4.	57/3C	57/3C		0.16
5.	57/4B	57/4B2		0.13.5
6.	50	50		0.20
	Total			2.08.6

in all totally measuring an extent of 2 Acres and 08.6 Cents or thereabouts, in Okkiam Thoraipakkam Villlage, formerly Saidapet Taluk, then Tambaram Taluk, currently Sholinganallur Taluk, Kancheepuram District, morefully described in the Item-III of Schedule A hereunder, belongs to the First Party of the FIRST VENDORS herein, he having acquired the said Item-III of the Schedule A property in the following manner:

[a] Land comprised in Old Survey No.67/1A-2A, New Survey No.67/1A – measuring 1 Acre 35.8 Cents, originally belonged to Mr.K.P.Narayanan, he having purchased the said property along with its larger extent of land vide Sale Deed dated 05/10/1959, Registered as Doc.No.2122/1959, in the Office of the Sub-Registrar, Saidapet.

The aforementioned property was purchased by the above named Mr.K.P.Narayanan from and out of the income of both Mr.K.P.Narayanan and his brother Mr.K.P.Subramaniam, each having undivided half share in the said extent of land and its larger extent.

During the life time of the above named Mr.K.P.Subramaniam, the above mentioned property and its larger extent was partitioned between the above named Mr.K.P.Narayanan and Mr.K.P.Subramaniam, vide a Deed of Partition dated 13/05/1988, Registered as Doc.,No.1990/1988, in the Office of the District Registrar, Madras South, wherein the land comprised in Survey Nos.67/1 and 67/2A – measuring an extent of 0.99.8 Acre, from and out of the total extent of 1.47 Acres came to the entitlement of the above named Mr.K.P.Subramaniam along with other extents of land under the said Partition Deed.

An extent of 0.11.2 Acre in the above mentioned Old Survey Nos.67/1 and 67/2A was allotted to the above named Mr.K.P.Narayanan, whereas the remaining extent of 0.36 Acre in the above mentioned land comprised in Old Survey Nos.67/1 and 67/2A, new Survey No.67/1A, was allotted to the common share of both the above named Mr.K.P.Narayanan and Mr.K.P.Subramaniam.

WHEREAS subsequently the above named Mr.K.P.Narayanan executed a Release Deed dated 02/07/2008, Registered as Doc.No.2714/2008, in the Office of the Sub-Registrar, Neelankarai, in favour of Mrs.Hemalatha Kumar, Mrs.Uma Muralikrishna and Mr.K.S.Mohan, being the Legal Heirs of Late K.P.Subramaniam, with regard to the above mentioned 0.36 Acre comprised in Old Survey Nos.67/1 and 67/2A, new Survey No.67/1A, which was in the common share of both the above named Mr.K.P.Narayanan and his brother Mr.K.P.Subramaniam.

WHEREAS the above named Mrs.Hemalatha Kumar and Mrs.Uma Murlaikrishna, subsequently executed a Release Deed dated 23/07/2008, Registered as Doc.No.3075/2008, in the Office of the Sub-Registrar, Neelankarai, in favour of their brother, being the above named Mr.K.S.Mohan, son of Late K.P.Subramaniam, being the First Party of the FIRST VENDORS wherein they have released their 2/3rd share in the aforementioned property comprised in Old Survey Nos.67/1 and 67/2A, New Survey No.67/1A – measuring an extent of 1 Acre and 35.8 Cents or thereabouts.

WHEREAS subsequently the above named Mr.K.S.Mohan transferred 0.11.2 Acre in Old Survey No.67/1A/2A, New Survey No.67/1A [part], in favour of Mr.K.P.Narayanan, son of Late K.S.Parasurama Iyer vide Exchange Deed dated 23/11/2011, Registered as Doc.No.8050/2011, in the Office of the Sub-Registrar, Neelankarai, pursuant to which he retained the balance extent of 1 Acre and 24.6 cents as described in the Item-III of the Schedule A annexed hereunder.

[b] Land comprised in Old Survey No.57/3A, New Survey No.57/3A1 – measuring 0.11 Acre and land comprised in Old Survey No.57/3B, New Survey No.57/3B1 – measuring 0.11 Acre, originally belonged to Mr.K.P.Narayanan, he having purchased the said property along with its larger extent of land vide Sale Deed dated 05/10/1959, Registered as Doc.No.2122/1959, in the Office of the Sub-Registrar, Saidapet.

WHEREAS subsequently the above named Mr.K.P.Narayanan and his brother Mr.K.P.Subramaniam entered into a Partition Deed dated 13/05/1988, registered as Doc.No.1990/1988, in the Office of the District Registrar, Madras South, wherein the above mentioned property came to the entitlement of the above named Mr.K.P.Subramaniam.

WHEREAS subsequently the said Mr.K.P.Subramaniam died on 19/07/2003, leaving behind his wife Mrs.Suseela Subramaniam, Mrs.Hemalatha Kumar, Mr.K.S.Mohan and Mrs.Uma Muralikrishna, as his only Legal Heirs, to succeed to the

aforementioned property as and by way of intestate succession as substantiated by the Legal Heirship Certificate dated 30/09/2004, issued by the Tahsildar, Mylapore-Triplicane Taluk, Chennai-600 028.

WHEREAS the above named Mrs.Suseela Subramaniam also subsequently died on 23/07/2004, leaving behind the above named Mrs.Hemalatha Kumar, Mr.K.S.Mohan and Mrs.Uma Muralikrishna, as her only Legal Heirs to the aforementioned property as and by way of intestate succession as substantiated by the Legal Heirship Certificate dated 05/10/2004 issued by the Tahsildar, Mylapore-Triplicane Taluk, Chennai-600 028.

WHEREAS subsequently the above named Mrs.Hemalatha Kumar and Mrs.Uma Muralikrishna, executed a Release Deed dated 23/07/2008, Registered as Doc.No.3076/2008, in the Office of the Sub-Registrar, Neelankarai, wherein they have released their 2/3rd share in the aforementioned property then comprised in Survey No.57/3A – measuring 0.11 Acre and in Survey No.57/3B – measuring 0.11 Acre; in favour of their brother, being the above named Mr.K.S.Mohan, son of Late K.P.Subramamiam, being the First Party of the FIRST VENDORS.

[c] Land comprised in Old Survey No.57/3A, New Survey No.57/3A2 – measuring 0.07.5 Acre and land comprised in Old Survey No.57/3B, New Survey No.57/3B2 – measuring 0.05 Acre; as per Patta bearing No.667, in all totally measuring an extent of 0.12.5 Acre or thereabouts, originally belonged to Mr.K.P.Narayanan, he having purchased the said property along with its larger extent of land in the following manner:

[i] Land measuring an extent of 4.32 Acres or thereabouts, comprised in Survey Nos.67/1, 67/2A, 67/2B, 69/1B, 69/2B, 69/3, 57/3A and 57/3B, under a Deed of Sale dated 5.10.1959, Registered as Doc No.2122 of 1959 in the Office of the Sub Registrar of Saidapet

[ii] Land comprised in Survey No.57/3A – measuring 0.04 Acre and in Survey No.57/3B – measuring 0.04 Acre; in all totally measuring an extent of 0.08 Acre or thereabouts, from Mr.Karunakara Naicker, son of Late Manicka Naicker, under a Deed of Sale dated 29/11/1959, Registered as Doc No.2572 of 1959, in the Office of the Sub Registrar of Saidapet

Subsequently the said property continued to be in the absolute possession, enjoyment and ownership of the said Mr.K.P.Narayanan, in whose favour Patta bearing No.667 was granted with regard to the aforementioned property.

WHEREAS subsequently the above named Mr.K.P.Narayanan transferred the said property in favour of Mr.K.S.Mohan, son of Late K.P.Subramaniam, being the First Party of the FIRST VENDORS, vide Exchange Deed dated 23/11/2011, Registered as Doc.No.8050/2011, in the Office of the Sub-Registrar, Neelankarai.

[d] Land comprised in Survey No.57/3C – measuring 0.16 Acre and in Survey No.50 – measuring 0.05 Acre, originally belonged to Mr.K.S.Parasurama Iyer, son of Mr.Sivasubramania Iyer, he having purchased the said property from Mr.Manicka Naicker and others, vide Sale Deed dated 12/05/1969, Registered as Doc.No.1221/1969, in the Office of the Sub-Registrar, Saidapet.

WHEREAS subsequently the above named Mr.K.S.Parasurama Iyer, son of Mr.Sivasubramania Iyer, executed a Last Will and Testament dated 01/08/1969, wherein he bequeathed the aforementioned property in favour of his grandson Mr.K.S.Mohan, son of Late K.P.Subramaniam, being the First Party of the FIRST VENDORS.

WHEREAS subsequently the above named Mr.K.S.Parasurama Iyer died on 27/06/1981, pursuant to which Mr.K.S.Mohan became absolutely entitled to the aforementioned property. As the aforementioned property was at that point of Mr.Parasurama Iyer's death outside the limits of Corporation of Chennai, the said Will has not been probated.

WHEREAS subsequent to the death of the above named Mr.K.S.Parasurama Iyer, all the revenue records have been transferred in favour of the beneficiary Mr.K.S.Mohan, being the First Party of the FIRST VENDORS, which confirms that the said Will has been acted upon.

[e] Land comprised in Old Survey No.57/4B, New Survey No.54/4B2 - measuring 0.13.5 Acre (as per Patta 13.5 cents) and in Survey No.50 – measuring 0.15 Acre, originally belonged to Mrs.Govindammal and Mrs.Rani Ammal.

WHEREAS subsequently the above named Mrs.Govindammal and Mrs.Rani Ammal conveyed the said property to Mr.K.S.Mohan, son of Late K.P.Subramaniam, vide Sale Deed dated 05/03/1971, Registered as Doc.No.447/1971, in the Office of the Sub-Registrar, Saidapet.

WHEREAS in the manner aforesaid the First Party of the FIRST VENDORS herein, is the only person entitled to the Item-III of the Schedule A property and ever since becoming entitled to the said properties has been in the absolute peaceful possession and enjoyment of the said properties without any interruption or interference from any person whomsoever, paying in his own right taxes and all other public charges, thus having absolute right, interest and title over the same.

Item-IV:

WHEREAS all that piece and parcel of Punja land originally comprised in Survey No.57/2C [part], currently comprised in Survey No.57/2C2, in Okkiam Thoraipakkam Village, Sholinganallur Taluk, Kancheepuram District, [formerly Tambaram Taluk], measuring an extent of 0.05 Acre as per document and 0.06 Acre as per patta, more fully described in the Item-IV of the Schedule A hereunder, originally belonged to Mr.K.P.Natarajan, son of Late K.S.Parasurama Iyer, he having purchased the said Schedule property from Mrs.Mandhi Ammal, wife of Mr.Narayanasamy Naicker, vide Sale Deed dated 24/03/1966, Registered as Doc.No.1393/1966, in the Office of the Sub-Registrar, Saidapet.

WHEREAS subsequently the above named Mr.K.P.Natarajan died intestate on 14/06/1990 leaving behind his wife, Mrs.Padma Natarajan, his son, Mr.K.N.Seetharaman and daughter, Mrs.K.N.Seethalakshmi alias Sripriya, herein as his only Legal Heirs to succeed to the said Item-IV Schedule A property as and by way of intestate succession as substantiated by the Legal Heirship Certificate dated 30/03/1992, issued by the Tahsildar, Mylapore-Triplicane Taluk, Chennai-600 028.

WHEREAS subsequently the above named Mrs.Padma Natarajan, Mr.K.N.Seetharaman and Mrs.K.N.Seethalakshmi alias Sripriya, conveyed the said Item-IV of the Schedule A property in favour of M/s.AKSHAYA PRIVATE LIMITED, a Private Limited Company incorporated under the Companies Act, 1956, having its Registered Office at G-Square, 4th Floor, No-46, Rajiv Gandhi Salai, Chennai-600 096, being the THIRD VENDOR herein, vide Sale Deed dated 14/12/2011, Registered as Doc.No.8920/2011, in the Office of the Sub-Registrar, Neelankarai.

WHEREAS in the manner aforesaid, the VENDORS herein are the only persons absolutely entitled to the Items-I to IV of the Schedule A property and ever since becoming entitled to the Schedule A property in the manner aforesaid have been in the absolute peaceful possession and enjoyment of the same, without any

interruption or interference from any person whomsoever, paying in their own right, taxes and all other public charges pertaining to the same.

WHEREAS as the aforementioned Item-I, Item-II, Item-III and Item-IV of the Schedule A property are joint and contiguous, the VENDORS have consolidated the same into a single composite unit, more fully described in the Schedule B hereunder.

WHEREAS with a view to develop and better utilize their aforementioned consolidated extent of the Schedule A property, the VENDORS have contracted with **M/s. AKSHAYA PRIVATE LIMITED**, being the THIRD VENDOR and the Power agent of the VENDORS [1] & [2] herein, for developing the same into a scheme of Residential Apartments and Commercial Spaces.

Pursuant thereto, the THIRD VENDOR and the Power agent of the VENDORS [1] & [2] had applied to the concerned authority being CMDA for sanctioning an approval for their proposed development.

WHEREAS the said Authority on having perused all the approval papers and the subject site had directed the VENDORS to gift an extent of 1490.16 sq.mts. from and out of the aforementioned Schedule B property towards Open Space Reservation Area ["OSR"].

WHEREAS the VENDORS herein have pursuantly executed a Gift Deed dated 10/04/2014, Registered as Doc.No.2503/2014, in the Office of the Sub-Registrar, Neelangaiai, in favour of CMDA, for the following extents:

Sl.No.	Survey No.	Extent			
		In sq. mtrs.	In sq. ft.	Acre	Cent
1.	67/2	411.30	4427.23	0	10.16
2.	69/2A2	1078.86	11612.85	0	26.66
	Total	1490.16	16040.08	0	36.85

more fully and particularly described in the Schedule to the said Gift Deed towards the above mentioned Open Space Reservation Area.

WHEREAS, pursuant to the execution of the aforesaid Gift Deed dated 10/04/2014, the VENDORS are currently left with the balance extent of land measuring 3 Acres 50.78 Cents thereabouts, being the property more fully and particularly detailed in the Schedule C hereunder.

WHEREAS the VENDORS in view of the aforementioned development, being carried out through **M/s. AKSHAYA PRIVATE LIMITED**, have already empowered the said M/s. AKSHAYA PRIVATE LIMITED, 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 and Commercial Space in the proposed construction to be raised by the BUILDER/PROMOTER, over the Schedule C Property.

WHEREAS the PURCHASER herein has evinced interest in purchasing certain built up space in the proposed development.

WHEREAS with a view to support the title to the built up space, the PURCHASER has requested the VENDORS to convey _____ **Sq.ft.** [____ Sq. Mts.] of undivided share and interest in their aforesaid Schedule C vacant land, which undivided share has been more fully described in the Schedule D hereunder.

WHEREAS the VENDORS have also accepted to convey the said undivided share, for a mutually agreed consideration of **Rs._____/-** (Rupees _____ only) free from any encumbrance, claims and demands, subject to the following terms and conditions:

WHEREAS the PURCHASER herein has examined the title deeds pertaining to the Schedule-A property and has satisfied herself of the absolute title thereto of the VENDORS herein and further based on the assurance of the VENDORS that the Schedule D Property is not the subject matter of any mortgage, charge, lien or any other encumbrance, except the Mortgage in favour of PNB Housing Finance Limited, the PURCHASER has agreed to purchase the same for the said price free from all encumbrance, claims and demands as aforesaid.

NOW THIS AGREEMENT OF SALE WITNESSETH:

01. PROPERTY PROPOSED TO BE CONVEYED AND SCHEDULE OF PAYMENT:

That the VENDORS agree to sell _____ **Sq.ft.** [____ Sq. Mts.] of undivided share and interest in the Schedule C land which undivided share has been more particularly described in the Schedule D annexed hereunder for a total sum of **Rs._____/-** (Rupees _____ only) to be paid by the PURCHASER to the THIRD VENDOR and as Attorney of the VENDORS [1] & [2], (at the instance and direction of VENDORS [1] & [2] through the aforementioned General Powers of Attorney executed in its favour, which are still valid and subsisting) in the manner as stipulated in the Annexure I of this Agreement for Sale.

02. TIME SHALL BE AN ESSENCE OF THIS CONTRACT.**03. UNDERTAKING BY THE VENDORS**

On receipt of the entire sale consideration as contemplated herein above, the VENDORS do hereby agree to convey, transfer, assign unto the PURCHASER _____ **Sq.ft.** [____ Sq. Mts.] of undivided share and interest in the Schedule-C property, morefully and particularly described in the Schedule D annexed hereunder.

04. ASSURANCE ON VENDORS' TITLE:

The VENDORS covenant that they are the sole and absolute owners of the Schedule C property and are absolutely entitled to the same and they have not entered into any other Sale Agreement with any other party in respect of the Schedule D property hereby proposed to be conveyed.

05. UP-TO DATE PAYMENT OF TAXES:

The VENDORS further covenant that all rates and taxes pertaining to the Schedule C property have been paid upto date. The VENDORS further undertake to cause to pay the same, till the date of handing over legal possession of the Schedule D property

06.SCHEDULE D PROPERTY FREE FROM ENCUMBRANCE:

The VENDORS herein confirm that they are in absolute possession of the Schedule D 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, etc. except the simple Mortgage in favour of PNB Housing Finance Limited for their capital requirements and further the Vendors herein confirm that they would obtain the no objection letter from PNB Housing Finance Limited before the execution of Sale Deed with regard to the Schedule D Property.

07.UNDERTAKING BY THE PURCHASER:

The PURCHASER undertakes to have an Apartment constructed on the Schedule C property, corresponding to the Schedule D property, that she shall be purchasing under the Sale deed for undivided share, only through and by the above referred **M/s. AKSHAYA PRIVATE LIMITED**, who alone shall be entitled to construct for the PURCHASER herein and other CO-PURCHASERS of the Schedule C property.

08. STAMP DUTY & REGISTRATION FEE:

The Stamp Duty, Registration charges for registration of the Agreement for sale and Sale Deed of the Schedule D property shall be borne by the PURCHASER herein.

09. HANDING OVER POSSESSION OF THE SCHEDULE D PROPERTY AND COPIES OF TITLE DOCUMENTS:

The VENDORS agree to handover legal possession of the Schedule D property at the time of the PURCHASER making the full and final payment as contemplated in this Agreement and the Construction Agreement which shall be simultaneous to executing the sale deed for undivided share, in favour of the PURCHASER. Furthermore the VENDORS herein clarify that since the VENDORS are intending to convey only a portion of the Schedule C property, the VENDORS shall continue to retain all original title deeds and the PURCHASER shall only be given photostat copies of the same.

10. CO-TERMINUS AGREEMENT::

It is further agreed by the PARTIES herein that this Agreement is specific only to sale of undivided share in the Schedule C property and the Parties herein shall enter into a separate Construction Agreement with the BUILDER as mentioned in Clause-7 above, for the actual construction of the apartment over the Schedule-C property and for the use of common areas. However default in one Agreement shall be construed as default in the other Agreements 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.

11. DEFAULT:

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

Item-I:

All that piece and parcel of Vacant land situated at Old Mahabalipuram Road, Thoraipakkam, Chennai-600 097, comprised in

[i] Old Survey No.67/1/2A, New Survey No:67/2, measuring 0.46 Acre(0.47 Acre as per parent documents) and

[ii] Old Survey Nos:69/1B/2B & 69/3, now clubbed under New Survey No:69/2A2 measuring 0.58 Acre (0.51 Acre and 0.09 Acre, as per parent documents) of Okkiam Thoraipakkam Village, Sholinganallur Taluk, Kanceepuram District [formerly Tambaram Taluk], in all measuring 1.04 Acres or thereabouts, [1.07 Acres as per parent documents] and the said land bounded on the -

North by : Property comprised in Survey Nos.67/4 and 69/2A1 belonging to M/s.Akshaya Private Limited and 67/1A [part]
 South by : Property comprised in Survey Nos.67/3, 69/2A3 and 57/3A
 East by : OId Mahabalipuram Road
 West by : Property comprised in Survey Nos.57/4A1, 57/4A2, 573A, 57/3B and 57/3C

situated within the Registration District of South-Chennai and Sub-Registration District of Neelankarai.

Item-II:

All that piece and parcel of Vacant land situated at Old Mahabalipuram Road, Thoraipakkam, Chennai-600 097, comprised in:

[a] Land comprised in Old Survey Nos.67/2B and 67/1-2A, currently comprised in New Survey No.67/3 – measuring 0.36 Acre as per document and 0.37 Acre as per Patta

[b] Land comprised in Old Survey Nos.69/3 and 69/1B2B, currently comprised in New Survey No.69/2A3 – measuring 0.34 Acre as per documents and 0.33 Acre as per patta, in Okkiam Thoraipakkam Village, formerly Saidapet Taluk, then Tambaram Taluk, currently Sholinganallur Taluk, Kancheepuram District, and the said land bounded on the –

North by : Property comprised in Survey Nos.67/2 and 69/2A2
 South by : Property comprised in Survey Nos.69/4 and 68
 East by : OId Mahabalipuram Road
 West by : Property comprised in Survey Nos.57/2C2, 57/1C1 and 57/3C

situated within the Registration District of South-Chennai and Sub-Registration District of Neelankarai.

Item-III:

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

Sl.No.	Old Survey Number	New Survey Number		Extent in Acre
1.	67/1A-2A	67/1A then 67/1A1		1.24.6
2.	57/3A	57/3A1	0.11	
		57/3A2	0.07.5	0.18.5
3.	57/3B	57/3B1	0.11	
		57/3B2	0.05	0.16.0
4.	57/3C	57/3C		0.16
5.	57/4B	57/4B2		0.13.5
6.	50	50		0.20
	Total			2.08.6

in all totally measuring an extent of 2 Acres and 8.6 Cents or thereabouts, in Okkiam Thoraipakkam Villlage, formerly Saidapet Taluk, then Tambaram Taluk, currently Sholinganallur Taluk, Kancheepuram District, situated within the Registration District of South-Chennai and Sub-Registration District of Neelankarai.

Item-IV:

All that piece and parcel of Punja land originally comprised in Survey No.57/2C [part], currently comprised in Survey No.57/2C2, as per Patta, Post Office Road in Okkiam Thoraipakkam Village, Sholinganallur Taluk, Kancheepuram District, [formerly Tambaram Taluk], measuring an extent of 0.05 Acre as per document and 0.06 Acre as per patta, and the said land bounded on the -

North by : Land originally belonging to Mr.Manickana comprised in Survey No.57/3C

South by : Land originally belonging to Mr.Vembilina comprised in Survey Nos.57/1C1 and 57/1C2 and Post Office Road

East by : Land originally belonging to Mr.K.P.Narayanan comprised in Survey No.67

West by : Land originally belonging to Mr.Arumugana comprised in Survey No.57/2C1

situated within the Registration District of South-Chennai and Sub-Registration District of Neelankarai.

SCHEDULE B PROPERTY**[Consolidated property of the above mentioned Items-I, II, III & IV]**

All that piece and parcel of Vacant land situated at Old Mahabalipuram Road, Thoraipakkam, Chennai-600 097, comprised in the following Survey Nos.:

Sl.No.	Old Survey Number	New Survey Number	Extent in Acre
1.	67/1/2A	67/2	0.46
2.	69/1B/2B and 69/3	69/2A2	0.58
3.	67/2B & 67/1-2A	67/3	0.36
4.	69/3 and 69/1B2B	69/2A3	0.34
5.	67/1A-2A	67/1A then 67/1A1	1.24.6
6.	57/3A	57/3A1	0.11
		57/3A2	0.07.5
7.	57/3B	57/3B1	0.11
		57/3B2	0.05
8.	57/3C	57/3C	0.16
9.	57/4B	57/4B2	0.13.5
10.	50	50	0.20
11.	57/2C [part]	57/2C2	0.05
	Total		3.87.6

in Okkiam Thoraipakkam Village, Sholinganallur Taluk, Kancheepuram District, [formerly Tambaram Taluk], measuring an extent of 3 Acres and 87.6 cents or thereabouts, and the said land bounded on the -

North by : Land comprised in Survey Nos.69/2A1, 67/4, 57/4B1, 50 [part] 57/4A2 and 63 [part]

South by : Post Office Road in Survey No.69/4 and land comprised in Survey Nos.68 [part], 57/1C1, 57/1C2, 57/2A1, 57/2A2, 57/2B, 57/2C1, 57/4A1 and 67/4

East by : Old Mahabalipuram Road and land comprised in Survey Nos.66 [part] and 67/4

West by : Land comprised in Survey Nos.58 [part], 50 [part], 57/4C, 57/4B1, 57/4A1, 57/4A2, 57/2C1 and 57/1C2

situated within the Registration District of South-Chennai and Sub-Registration District of Neelankarai.

SCHEDULE C PROPERTY
[After ear marking OSR area]

All that piece and parcel of Vacant land situated at Old Mahabalipuram Road, Thoraipakkam, Chennai-600 097, comprised in the following Survey Nos.:

Sl.No.	Old Survey Number	New Survey Number	Extent in Acre
1.	67/1/2A	67/2	0.35.84
2.	69/1B/2B and 69/3	69/2A2	0.31.34
3.	67/2B & 67/1-2A	67/3	0.36.00
4.	69/3 and 69/1B2B	69/2A3	0.34.00
5.	67/1A-2A	67/1A then 67/1A1	1.24.60
6.	57/3A	57/3A1	0.11
		57/3A2	0.07.5
			0.18.50
7.	57/3B	57/3B1	0.11
		57/3B2	0.05
			0.16.00
8.	57/3C	57/3C	0.16.00
9.	57/4B	57/4B2	0.13.50
10.	50	50	0.20.00
11.	57/2C [part]	57/2C2	0.05.00
	Total		3.50.78

in Okkiam Thoraipakkam Village, Sholinganallur Taluk, Kancheepuram District, [formerly Tambaram Taluk], measuring an extent of 3 Acres and 50.78 cents or thereabouts, and the said land bounded on the -

North by : Land comprised in Survey Nos. 57/4B1, 50 [part], 57/4A2 and 63 [part] and OSR area

South by : Post Office Road in Survey No.69/4 and land comprised in Survey Nos.68 [part], 57/1C1, 57/1C2, 57/2A1, 57/2A2, 57/2B, 57/2C1, 57/4A1 and 67/4

East by : Old Mahabalipuram Road and land comprised in Survey Nos.66 [part] and 67/4 and OSR Land

West by : Land comprised in Survey Nos.58 [part], 50 [part], 57/4C, 57/4B1, 57/4A1, 57/4A2, 57/2C1 and 57/1C2

situated within the Registration District of South-Chennai and Sub-Registration District of Neelankarai.

SCHEDULE D PROPERTY**(Property hereby proposed to be conveyed)**

_____ **Sq.ft.** [____ Sq. Mts.] of undivided share in all that piece and parcel of the above mentioned Schedule C vacant land.

ANNEXURE-I**[Payment Schedule]**

DETAILS OF PAYMENT TO BE EFFECTED BY THE PURCHASER TO THE ATTORNEY OF THE VENDORS

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

Total		- Rs. _____/-

IN WITNESS WHEREOF THE THIRD VENDOR FOR THEMSELVES AND AS ATTORNEY OF THE VENDORS [1] AND [2] AND THE PURCHASER HEREIN HAVE SET THEIR RESPECTIVE HANDS, SEAL AND SIGNATURES TO THIS AGREEMENT OF SALE ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESS:

WITNESS:-

1.

**THIRD VENDOR FOR THEMSELVES
AND AS ATTORNEY OF THE
VENDORS [1] AND [2]**

2.

PURCHASER

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

DEED OF SALE FOR UNDIVIDED SHARE OF LAND

THIS DEED OF SALE EXECUTED AT CHENNAI ON THIS THE ___th DAY OF _____ **2015** BY

- [1] [i] Mr. K.S MOHAN**, son of Late K.P Subramaniam, aged about 61 years, having Income Tax P.A.No.AAKPM0329A, residing at No.48, Third Main Road ,Gandhi Nagar, Adyar, Chennai 600020,
- [ii] Mrs.HEMALATHA KUMAR**, wife of Mr.S.V.Kumar, aged about 64 years, having Income Tax P.A.No.AAAPH9858F, residing at No.3373/C, 13th A Main Road, HAL II Stage, Indira Nagar, Bangalore-560 008
- [iii] Mrs.UMA MURALIKRISHNA**, wife of Mr.Muralikrishna, aged about 47 years, having Income Tax P.A.No.AAKPU7564P, residing at 4/5 Sai Krupa, Sunrise Avenue, Neelankarai, Chennai- 600 041

- [iv] **Ms.SHWETHA**, daughter of Mr. K.S. Mohan, aged about 34 years, having Income Tax P.A.No.AGBPR8566R, residing at No.48, Third Main Road, Gandhi Nagar, Adyar, Chennai -600 020,
- [v] **Ms. SHRADHA**, daughter of Mr.K.S.Mohan, aged about 28 years, having Income Tax P.A.No.DSXPS5760K, residing at No.48, Third Main Road, Gandhi Nagar, Adyar, Chennai-600 020 and
- [vi] **Ms.AMRUTHAVARSHINI**, daughter of Mr.V.Muralikrishna, aged about 27 years, having Income Tax P.A.No.AXUPA5915D, residing at 4/5, Sai Krupa, Sunrise Avenue, Neelankarai, Chennai- 600 041, hereinafter collectively called the **FIRST VENDORS**, which term shall mean and include themselves, their respective heirs, executors, administrators and assigns
- [2] **M/s.ASSOCIATED EQUIPMENT SERVICES**, a Partnership Firm, having its Registered Office at No.66, Third Main Road, Kasturba Nagar, Adyar, Chennai-600 020, represented herein by its Partners
- [a] **Mrs.HEMALATHA KUMAR**, wife of Mr.S.V.Kumar, aged about 64 years and
- [b] **Mrs.UMA MURALI KRISHNA**, wife of Mr.Murali Krishna, aged about 47 years, hereinafter called the **SECOND VENDOR**, which term shall mean and include its executors, administrators, legal representatives, successors-in-interest and assigns and
- [3] **M/s.AKSHAYA PRIVATE LIMITED**, a Private Limited Company incorporated under the Companies Act, 1956, having Income Tax P.A.No.AAFCA1708D, having its Registered Office at G-Square, 4th Floor, No-46, Rajiv Gandhi Salai, Chennai-600 096, represented by its Authorised Signatory **Mr.T.SENTHIL KUMARAN**, [PAN : BJYPS1663K] son of Mr.Thangavel, aged about 41 years, vide Board Resolution dated 03/10/2013, hereinafter called the **THIRD VENDOR**, which term shall mean and include its executors, administrators, legal representatives, successors-in-interest and assigns

VENDORS [1] & [2] represented herein by their Power Agent **M/s. AKSHAYA PRIVATE LIMITED**, a Private Limited Company, incorporated under the Companies Act, 1956, having its Registered Office at G-Square, 4th Floor, No.46, Rajiv Gandhi Salai, Kandanchavadi, Chennai – 600 096, vide -

- [a] General Power of Attorney dated 23/01/2012, Registered as Doc.No.257/2012, in the Office of the Sub-Registrar, Neelankarai
- [b] General Power of Attorney dated 13/03/2012, Adjudicated as No.251/2012, in the Office of the Sub-Registrar, Adyar
- [c] General Power of Attorney dated 23/01/2012, Registered as Doc.No.258/2012, in the Office of the Sub-Registrar, Neelankarai

[d] General Power of Attorney dated 07/04/2014, Registered as Doc.No.2398/2014, in the Office of the Sub-Registrar, Neelankarai

[e] General Power of Attorney dated 07/04/2014, Registered as Doc.No.2399/2014, in the Office of the Sub-Registrar, Neelankarai.

[f] General Power of Attorney dated 18/04/2014, Adjudicated as Doc.No.1794/2014, in the Office of the District Registrar, South Chennai, represented by it's Authorised Signatory, **Mr.T.SENTHIL KUMARAN**, [PAN : BJYPS1663K] son of Mr.Thangavel, aged about 41 years, duly authorized by Board of Directors, vide their resolution dated 03/10/2013.

The term FIRST VENDORS, SECOND VENDOR and THIRD VENDOR, hereinafter collectively called the **VENDORS**.

TO AND IN FAVOUR OF

Mrs._____, [PAN : _____] wife / Son / daughter of Mr. _____, aged about ___ years, residing at _____, hereinafter called the "**PURCHASER**", which term shall mean and include himself, his legal heirs, legal representatives, executors, administrators and assigns.

Item-I:

WHEREAS all that piece and parcel of Vacant land situated at Old Mahabalipuram Road, Thoraipakkam, Chennai-600 097, comprised in –

[a] Land comprised in Old Survey No.67/1/2A, New Survey No.67/2 – measuring 0.46 Acre; [0.47 Acre as per parent documents] and

[b] Land comprised in Old Survey Nos.69/1B2B & 69/3, now clubbed under New Survey No.69/2A2 – measuring 0.58 Acre [0.51 Acre and 0.09 Acre, as per Parent documents] in all totally measuring an extent of 1.04 Acres or thereabouts [1.07 Acres as per parent document], in Okkiam Thoraipakkam Village, formerly Saidapet Taluk, then Tambaram Taluk, currently Sholinganallur Taluk, Kancheepuram District, more fully described in the Item-I of the Schedule A hereunder, originally belonged to M/s.AUTOMOTIVE ANCILLARY SERVICES, which was a Sole Proprietor concern of one Mr.K.P.Subramaniam, having acquired the same vide Sale Deed dated 29/06/1971, Registered as Doc.No.1556/1971, in the Office of the Sub-Registrar, Saidapet.

WHEREAS the said Mr.K.P.Subramaniam during his life time had on 01/06/1995 brought the said property as his capital contribution into the Partnership Firm called M/s.AUTOMOTIVE SHEET METAL COMPONENTS.

WHEREAS the Partners of the said Firm were M/s.Automotive Ancillary Services Pvt. Ltd., M/s.Sheet Metal Industries Pvt. Ltd., K.P.Subramaniam [HUF] and K.S.Mohan [HUF], as per the Partnership Deed dated 01/06/1995.

WHEREAS ever since the said Firm was the absolute owner of the aforementioned property owning the same, as it's immovable asset paying in its own right, taxes and all other public charges.

AND WHEREAS the said K.P.Subramaniam [HUF] and K.S.Mohan [HUF] had voluntarily retired from the said partnership business of M/s.Automotive Sheet Metal Components with effect from 01/01/1996 and thereby the assets, liabilities and management of the Firm stood vested on its continuing partners namely, M/s.Automotive Ancillary Services Pvt. Ltd. and M/s.Sheet Metal Industries Pvt. Ltd.

WHEREAS subsequently by and under a Deed of Induction and Reconstitution of the said Partnership of M/s.Automotive Sheet Metal Components dated 02/08/2010, Mr.K.S.Mohan, Mrs.Hemalatha Kumar, Mrs.Uma Muralikrishna, Ms.Shwetha, Ms.Shradha and Ms.Amruthavarshini, being the FIRST VENDORS herein, were inducted as the Partners of the said Firm.

WHEREAS according to the said Deed the profit/loss sharing ratio of the Partners in the assets/liabilities of the reconstituted Firm, was arrived upon as follows:

<u>Name</u>	<u>Percentage</u>
M/s.AUTOMOTIVE ANCILLARY SERVICES (P) LTD	2.5%
M/s.SHEET METAL INDUSTRIES (P) LTD	2.5%
Mr.K.S.Mohan	10.56%
Mrs. Hemalatha Kumar	31.67%
Mrs. Uma Murali Krishna	15.84%
Ms.Shwetha	10.55%
Ms.Shradha	10.55%
Ms. Amruthavarshini	15.83%
TOTAL	100.00%

WHEREAS subsequently the above named M/s.Automotive Ancillary Services Pvt. Ltd. and M/s.Sheet Metal Industries Pvt. Ltd., retired from the Partnership Firm,

M/s.Automotive Sheet Metal Components in terms of a Deed of Retirement and Reconstitution dated 05/01/2011.

WHEREAS subsequently the above named M/s.Automotive Ancillary Services Pvt. Ltd. and M/s.Sheet Metal Industries Pvt. Ltd. executed a Release Deed dated 04/02/2011, Registered as Doc.No.754/2011, in the Office of the Sub-Registrar, Neelankarai, in favour of Mr.K.S.Mohan, Mrs.Hemalatha Kumar; Mrs.Uma Muralikrishna, Ms.Shwetha, Ms.Shradha and Ms.Amruthavarshini, whereby the said M/s.Automotive Ancillary Services Pvt. and M/s.Sheet Metal Industries Pvt. Ltd. have released their share in the aforementioned property in favour of the FIRST VENDORS herein.

WHEREAS pursuant to the above mentioned Release Deed executed and registered by the above named M/s.Automotive Ancillary Services Pvt. Ltd. and M/s.Sheet Metal Industries Pvt. Ltd., the FIRST VENDORS herein became absolutely entitled to the aforementioned property.

WHEREAS subsequently the FIRST VENDORS herein dissolved the above mentioned Partnership Firm, M/s.Automotive Sheet Metal Components under a Deed of Dissolution dated 01/06/2011.

WHEREAS pursuant to the said Dissolution, the aforementioned property has come to the individual and absolute entitlement of the FIRST VENDORS herein.

WHEREAS as per the aforementioned Deed of Dissolution, the aforementioned property is currently owned by the FIRST VENDORS herein in the following proportions:

<u>Name</u>	<u>Percentage</u>
Mr.K.S.Mohan, 1 st Party of the FIRST VENDORS	16.66%
Mrs. Hemalatha Kumar, 2 nd Party of the FIRST VENDORS	25.00%
Mrs. Uma Murali Krishna, 3 rd Party of the FIRST VENDORS	12.50%
Ms.Shwetha, 4 th Party of the FIRST VENDORS	16.67%
Ms.Shradha, 5 th Party of the FIRST VENDORS	16.67%
Ms.Amruthavarshini, 6 th Party of the FIRST VENDORS	12.50%
TOTAL	100.00%

WHEREAS in the manner aforesaid, the FIRST VENDORS herein are the only persons entitled to the aforementioned property and ever since becoming entitled to the said property in the manner aforesaid have been in absolute peaceful possession and

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

Item-II:

WHEREAS all that piece and parcel of Vacant land situated at Old Mahabalipuram Road, Thoraipakkam, Chennai-600 097, comprised in:

[a] Land Comprised in Old Survey Nos.67/2B and 67/1/2A, currently comprised in New Survey No.67/3 – measuring 0.36 Acre as per documents and 0.37 Acre as per Patta

[b] Land Comprised in Old Survey Nos.69/3 and 69/1B2B, currently comprised in New Survey No.69/2A3 – measuring 0.34 Acre as per documents and 0.33 Acre as per Patta, in Okkiam Thoraipakkam Village, formerly Saidapet Taluk, then Tambaram Taluk, currently Sholinganallur Taluk, Kancheepuram District, more fully described in the Item-II of the Schedule A hereunder, belongs to the SECOND VENDOR herein, they having purchased the said Item-II of the Schedule A property, from Mr.Parasurama Iyer, vide Sale Deed dated 20/03/1972, Registered as Doc.No.724/1972, in the Office of the Sub-Registrar, Saidapet.

WHEREAS the SECOND VENDOR ever since becoming entitled to the Item-II of the Schedule A property in the manner aforesaid have been in absolute possession and continuous enjoyment of the same without any interruption or interference from any person whomsoever paying in their own right, taxes and all other public charges pertaining to the same.

Item-III:

All that piece and parcel of Property comprised in the following Survey Numbers –

Sl.No.	Old Survey Number	New Survey Number		Extent in Acre
1.	67/1A-2A	67/1A then 67/1A1		1.24.6
2.	57/3A	57/3A1	0.11	
		57/3A2	0.07.5	0.18.5
3.	57/3B	57/3B1	0.11	
		57/3B2	0.05	0.16.0
4.	57/3C	57/3C		0.16
5.	57/4B	57/4B2		0.13.5
6.	50	50		0.20
	Total			2.08.6

in all totally measuring an extent of 2 Acres and 08.6 Cents or thereabouts, in Okkiam Thoraipakkam Villlage, formerly Saidapet Taluk, then Tambaram Taluk, currently Sholinganallur Taluk, Kancheepuram District, morefully described in the Item-III of Schedule A hereunder, belongs to the First Party of the FIRST VENDORS herein, he having acquired the said Item-III of the Schedule A property in the following manner:

[a] Land comprised in Old Survey No.67/1A-2A, New Survey No.67/1A – measuring 1 Acre 35.8 Cents, originally belonged to Mr.K.P.Narayanan, he having purchased the said property along with its larger extent of land vide Sale Deed dated 05/10/1959, Registered as Doc.No.2122/1959, in the Office of the Sub-Registrar, Saidapet.

The aforementioned property was purchased by the above named Mr.K.P.Narayanan from and out of the income of both Mr.K.P.Narayanan and his brother Mr.K.P.Subramaniam, each having undivided half share in the said extent of land and its larger extent.

During the life time of the above named Mr.K.P.Subramaniam, the above mentioned property and its larger extent was partitioned between the above named Mr.K.P.Narayanan and Mr.K.P.Subramaniam, vide a Deed of Partition dated 13/05/1988, Registered as Doc.,No.1990/1988, in the Office of the District Registrar, Madras South, wherein the land comprised in Survey Nos.67/1 and 67/2A – measuring an extent of 0.99.8 Acre, from and out of the total extent of 1.47 Acres came to the entitlement of the above named Mr.K.P.Subramaniam along with other extents of land under the said Partition Deed.

An extent of 0.11.2 Acre in the above mentioned Old Survey Nos.67/1 and 67/2A was allotted to the above named Mr.K.P.Narayanan, whereas the remaining extent of 0.36 Acre in the above mentioned land comprised in Old Survey Nos.67/1 and 67/2A, New Survey No.67/1A, was allotted to the common share of both the above named Mr.K.P.Narayanan and Mr.K.P.Subramaniam.

WHEREAS subsequently the above named Mr.K.P.Narayanan executed a Release Deed dated 02/07/2008, Registered as Doc.No.2714/2008, in the Office of the Sub-Registrar, Neelankarai, in favour of Mrs.Hemalatha Kumar, Mrs.Uma Muralikrishna and Mr.K.S.Mohan, being the Legal Heirs of Late K.P.Subramaniam, with regard to the above mentioned 0.36 Acre comprised in Old Survey Nos.67/1 and 67/2A, New Survey No.67/1A, which was in the common share of both the above named Mr.K.P.Narayanan and his brother Mr.K.P.Subramaniam.

WHEREAS the above named Mrs.Hemalatha Kumar and Mrs.Uma Murlaikrishna, subsequently executed a Release Deed dated 23/07/2008, Registered as Doc.No.3075/2008, in the Office of the Sub-Registrar, Neelankarai, in favour of their brother, being the above named Mr.K.S.Mohan, son of Late K.P.Subramamiam, being the First Party of the FIRST VENDORS wherein they have released their 2/3rd share in the aforementioned property comprised in Old Survey Nos.67/1 and 67/2A, New Survey No.67/1A – measuring an extent of 1 Acre and 35.8 Cents or thereabouts.

WHEREAS subsequently the above named Mr.K.S.Mohan transferred 0.11.2 Acre in Old Survey No.67/1A/2A, New Survey No.67/1A [part], in favour of Mr.K.P.Narayanan, son of Late K.S.Parasurama Iyer vide Exchange Deed dated 23/11/2011, Registered as Doc.No.8050/2011, in the Office of the Sub-Registrar, Neelankarai, pursuant to which he retained the balance extent of 1 Acre and 24.6 cents as described in the Item-III of the Schedule A annexed hereunder.

[b] Land comprised in Old Survey No.57/3A, New Survey No.57/3A1 – measuring 0.11 Acre and land comprised in Old Survey No.57/3B, New Survey No.57/3B1 – measuring 0.11 Acre, originally belonged to Mr.K.P.Narayanan, he having purchased the said property along with its larger extent of land vide Sale Deed dated 05/10/1959, Registered as Doc.No.2122/1959, in the Office of the Sub-Registrar, Saidapet.

WHEREAS subsequently the above named Mr.K.P.Narayanan and his brother Mr.K.P.Subramaniam entered into a Partition Deed dated 13/05/1988, Registered as Doc.No.1990/1988, in the Office of the District Registrar, Madras South, wherein the above mentioned property came to the entitlement of the above named Mr.K.P.Subramaniam.

WHREAS subsequently the said Mr.K.P.Subramaniam died on 19/07/2003, leaving behind his wife Mrs.Susila Subramaniam, Mrs.Hemalatha Kumar, Mr.K.S.Mohan and Mrs.Uma Muralikrishna, as his only Legal Heirs, to succeed to the aforementioned property as and by way of intestate succession as substantiated by the Legal Heirship Certificate dated 30/09/2004, issued by the Tahsildar, Mylapore-Triplicane Taluk, Chennai-600 028.

WHEREAS the above named Mrs.Susila Subramaniam also subsequently died on 23/07/2004, leaving behind the above named Mrs.Hemalatha Kumar, Mr.K.S.Mohan and Mrs.Uma Muralikrishna, as her only Legal Heirs to the aforementioned property as and by way of intestate succession as substantiated by the Legal Heirship

Certificate dated 05/10/2004 issued by the Tahsildar, Mylapore-Triplicane Taluk, Chennai-600 028.

WHEREAS subsequently the above named Mrs.Hemalatha Kumar and Mrs.Uma Muralikrishna, executed a Release Deed dated 23/07/2008, Registered as Doc.No.3076/2008, in the Office of the Sub-Registrar, Neelankarai, wherein they have released their 2/3rd share in the aforementioned property then comprised in Survey No.57/3A – measuring 0.11 Acre and in Survey No.57/3B – measuring 0.11 Acre; in favour of their brother, being the above named Mr.K.S.Mohan, son of Late K.P.Subramamiam, being the First Party of the FIRST VENDORS.

[c] Land comprised in Old Survey No.57/3A, New Survey No.57/3A2 – measuring 0.07.5 Acre and land comprised in Old Survey No.57/3B, New Survey No.57/3B2 – measuring 0.05 Acre; as per Patta bearing No.667, in all totally measuring an extent of 0.12.5 Acre or thereabouts, originally belonged to Mr.K.P.Narayanan, he having purchased the said property along with its larger extent of land in the following manner:

[i] Land measuring an extent of 4.32 Acres or thereabouts, comprised in Survey Nos.67/1, 67/2A, 67/2B, 69/1B, 69/2B, 69/3, 57/3A and 57/3B, under a Deed of Sale dated 5.10.1959, Registered as Doc No.2122 of 1959 in the Office of the Sub Registrar of Saidapet

[ii] Land comprised in Survey No.57/3A – measuring 0.04 Acre and in Survey No.57/3B – measuring 0.04 Acre; in all totally measuring an extent of 0.08 Acre or thereabouts, from Mr.Karunakara Naicker, son of Late Manicka Naicker, under a Deed of Sale dated 29/11/1959, Registered as Doc No.2572 of 1959, in the Office of the Sub Registrar of Saidapet

Subsequently the said property continued to be in the absolute possession, enjoyment and ownership of the said Mr.K.P.Narayanan, in whose favour Patta bearing No.667 was granted with regard to the aforementioned property.

WHEREAS subsequently the above named Mr.K.P.Narayanan transferred the said property in favour of Mr.K.S.Mohan, son of Late K.P.Subramaniam, being the First Party of the FIRST VENDORS, vide Exchange Deed dated 23/11/2011, Registered as Doc.No.8050/2011, in the Office of the Sub-Registrar, Neelankarai.

[d] Land comprised in Survey No.57/3C – measuring 0.16 Acre and in Survey No.50 – measuring 0.05 Acre, originally belonged to Mr.K.S.Parasurama Iyer, son of Late Sivasubramania Iyer, he having purchased the said property from Mr.Manicka

Naicker and others, vide Sale Deed dated 12/05/1969, Registered as Doc.No.1221/1969, in the Office of the Sub-Registrar, Saidapet.

WHEREAS subsequently the above named Mr.K.S.Parasurama Iyer, son of Late Sivasubramania Iyer, executed a Last Will and Testament dated 01/08/1969, wherein he bequeathed the aforementioned property in favour of his grandson Mr.K.S.Mohan, son of Late K.P.Subramaniam, being the First Party of the FIRST VENDORS.

WHEREAS subsequently the above named Mr.K.S.Parasurama Iyer died on 27/06/1981, pursuant to which Mr.K.S.Mohan became absolutely entitled to the aforementioned property. As the aforementioned property was at that point of Mr.Parasurama Iyer's death outside the limits of Corporation of Chennai, the said Will has not been probated.

WHEREAS subsequent to the death of the above named Mr.K.S.Parasurama Iyer, all the revenue records have been transferred in favour of the beneficiary Mr.K.S.Mohan, being the First Party of the FIRST VENDORS, which confirms that the said Will has been acted upon.

[e] Land comprised in Old Survey No.57/4B, New Survey No.54/4B2 - measuring 0.13.0 Acre(as per patta 0.13.05 Acre) and in Survey No.50 - measuring 0.15 Acre, originally belonged to Mrs.Govindammal and Mrs.Rani Ammal.

WHEREAS subsequently the above named Mrs.Govindammal and Mrs.Rani Ammal conveyed the said property to Mr.K.S.Mohan, son of Late K.P.Subramaniam, vide Sale Deed dated 05/03/1971, Registered as Doc.No.447/1971, in the Office of the Sub-Registrar, Saidapet.

WHEREAS in the manner aforesaid the First Party of the FIRST VENDORS herein, is the only person entitled to the Item-III of the Schedule A property and ever since becoming entitled to the said properties has been in the absolute peaceful possession and enjoyment of the said properties without any interruption or interference from any person whomsoever, paying in his own right taxes and all other public charges, thus having absolute right, interest and title over the same.

Item-IV:

WHEREAS all that piece and parcel of Punja land originally comprised in Survey No.57/2C [part], currently comprised in Survey No.57/2C2, in Okkiam Thoraipakkam Villlage, formerly Saidapet Taluk, then Tambaram Taluk, currently Sholinganallur Taluk, Kancheepuram District, measuring an extent of 0.05 Acre as per document

and 0.06 Acre as per patta, more fully described in the Item-IV of the Schedule A hereunder, originally belonged to Mr.K.P.Natarajan, son of Late K.S.Parasurama Iyer, he having purchased the said Schedule property from Mrs.Mandhi Ammal, wife of Mr.Narayanasamy Naicker, vide Sale Deed dated 24/03/1966, Registered as Doc.No.1393/1966, in the Office of the Sub-Registrar, Saidapet.

WHEREAS subsequently the above named Mr.K.P.Natarajan died intestate on 14/06/1990 leaving behind his wife, Mrs.Padma Natarajan, his son, Mr.K.N.Seetharaman and daughter, Mrs.K.N.Seethalakshmi alias Sripriya, herein as his only Legal Heirs to succeed to the said Item-IV Schedule A property as and by way of intestate succession as substantiated by the Legal Heirship Certificate dated 30/03/1992, issued by the Tahsildar, Mylapore-Triplicane Taluk, Chennai-600 028.

WHEREAS subsequently the above named Mrs.Padma Natarajan, Mr.K.N.Seetharaman and Mrs.K.N.Seethalakshmi alias Sripriya, conveyed the said Item-IV of the Schedule A property in favour of M/s.AKSHAYA PRIVATE LIMITED, a Private Limited Company incorporated under the Companies Act, 1956, having its Registered Office at G-Square, 4th Floor, No-46, Rajiv Gandhi Salai, Chennai-600 096, being the THIRD VENDOR herein, vide Sale Deed dated 14/12/2011, Registered as Doc.No.8920/2011, in the Office of the Sub-Registrar, Neelankarai.

WHEREAS in the manner aforesaid, the VENDORS herein are the only persons absolutely entitled to the Items-I to IV of the Schedule A property and ever since becoming entitled to the Schedule A property in the manner aforesaid have been in the absolute peaceful possession and enjoyment of the same, without any interruption or interference from any person whomsoever, paying in their own right, taxes and all other public charges pertaining to the same.

WHEREAS as the aforementioned Item-I, Item-II, Item-III and Item-IV of the Schedule A property are joint and contiguous, the VENDORS have consolidated the same into a single composite unit, more fully described in the Schedule B hereunder.

WHEREAS with a view to develop and better utilize their aforementioned consolidated extent of the Schedule A property, the VENDORS have contracted with **M/s. AKSHAYA PRIVATE LIMITED**, being the THIRD VENDOR and the Power agent of the VENDORS [1] & [2] herein, for developing the same into a scheme of Residential cum Commercial Apartments.

Pursuant thereto, the THIRD VENDOR and the Power agent of the VENDORS [1] & [2] had applied to the concerned authority being CMDA for sanctioning an approval for their proposed development.

WHEREAS the said Authority on having perused all the approval papers and the subject site had directed the VENDORS to gift an extent of 1490.16 sq.mts. from and out of the aforementioned Schedule B property towards Open Space Reservation Area ["OSR"].

WHEREAS the VENDORS herein have pursuantly executed a Gift Deed dated 10/04/2014, Registered as Doc.No.2503/2014, in the Office of the Sub-Registrar, Neelangaiai, in favour of CMDA, for the following extents:

Sl.No.	Survey No.	Extent			
		<u>In sq.mtrs.</u>	<u>In sq.ft.</u>	<u>Acre</u>	<u>Cent</u>
1.	67/2	411.30	4427.23	0	10.16
2.	69/2A2	1078.86	11612.85	0	26.66
	Total	1490.16	16040.08	0	36.85

more fully and particularly described in the Schedule to the said Gift Deed towards the above mentioned Open Space Reservation Area.

WHEREAS, pursuant to the execution of the aforesaid Gift Deed dated 10/04/2014, the VENDORS are currently left with the balance extent of land measuring 3 Acres 50.78 Cents thereabouts, being the property more fully and particularly detailed in the Schedule C hereunder.

WHEREAS the VENDORS in view of the aforementioned development, being carried out through **M/s.AKSHAYA PRIVATE LIMITED**, have already empowered the said M/s.AKSHAYA PRIVATE LIMITED, to sell the Schedule C Property 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 and Commercial Space in the proposed construction to be raised by the BUILDER/PROMOTER, over the Schedule C Property.

WHEREAS the PURCHASER herein has evinced interest in purchasing certain built up space in the proposed development.

WHEREAS the Purchaser herein has examined the title deeds pertaining to the Schedule-A property and has satisfied himself of the absolute title thereto of the VENDORS herein and further based on the assurance of the VENDORS that the Schedule D Property is not the subject matter of any mortgage, charge, lien or any other encumbrance, the PURCHASER has agreed to purchase the same for the said price free from all encumbrance, claims and demands as aforesaid.

WHEREAS the PURCHASER herein has examined the title deeds pertaining to the Schedule C property and has satisfied himself of the absolute title thereto of the VENDORS.

WHEREAS with a view to support the title to the built up space, the PURCHASER has requested the VENDORS to convey _____ **Sq.ft.** [____ Sq. Mts.] of undivided share and interest in their aforesaid Schedule C Property, which undivided share has been more fully described in the Schedule D hereunder.

WHEREAS the VENDORS have also accepted to convey the said undivided share, for a mutually agreed _____ **Sq.ft.** [____ Sq. Mts.] consideration of **Rs. _____/-** (Rupees _____ only) free from any encumbrance, claims and demands, subject to the following terms and conditions:

WHEREAS the THIRD VENDOR and the PURCHASER have also entered into a Construction Agreement dated _____, with regard to the Residential Apartment bearing **No. _____**, in _____ **Block**, on the _____ **FLOOR** of the building called "TANGO" measuring _____ **Sq.ft.** [____ Sq. Mts.] contracted by the PURCHASER in the building being constructed on the Schedule C property. The said construction agreement registered as document No. _____/2015 in the Office of the Sub Registrar Neelankarai.

NOW THIS DEED OF SALE WITNESSETH:-

01. THAT in pursuance of the aforesaid deed subject to the covenants contained hereinafter and in consideration of the payment of a sum of **Rs. _____/-** (Rupees _____ only) already paid by the PURCHASER to the THIRD VENDOR and as Attorney of the VENDORS [1] & [2], (at the instance and direction of VENDORS [1] & [2] through the aforementioned General Powers of Attorney executed in its favour, which are still valid and subsisting), the receipt of which sum the VENDORS doth hereby admit, acknowledge and acquit the PURCHASER from any further payment thereof, and the VENDORS doth hereby grant, convey, sell, transfer and assign unto the PURCHASER _____ **Sq.ft.** [____ Sq. Mts.] of undivided share and interest in all that piece and parcel of Schedule C Property, comprised in the following Survey Nos.:

Sl.No.	Old Survey Number	New Survey Number	Extent in Acre
1.	67/1/2A	67/2	0.35.84
2.	69/1B/2B and 69/3	69/2A2	0.31.34
3.	67/2B & 67/1-2A	67/3	0.36.00
4.	69/3 and 69/1B2B	69/2A3	0.34.00
5.	67/1A-2A	67/1A then 67/1A1	1.24.60
6.	57/3A	57/3A1	0.11
		57/3A2	0.07.5
7.	57/3B	57/3B1	0.11
		57/3B2	0.05
8.	57/3C	57/3C	0.16.00
9.	57/4B	57/4B2	0.13.50
10.	50	50	0.20.00
11.	57/2C [part]	57/2C2	0.05.00
	Total		3.50.78

in Okkiam Thoraipakkam Villlage, formerly Saidapet Taluk, then Tambaram Taluk, currently Sholinganallur Taluk, Kancheepuram District, measuring an extent of 3 Acres and 50.78 cents or thereabouts, more fully and particularly described in the Schedule "C" 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 "C" Property 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 VENDORS hereby covenant with the PURCHASER that the VENDORS are the absolute owners of the Schedule "C" Property having perfect, lawful, absolute, good right and title to the said Schedule "C" Property, and are entitled to grant, convey and sell a portion of the same unto the PURCHASER with full rights of ownership. The VENDORS further covenant that except the VENDORS no one else have any claim title, right, share, demand or interest over the Schedule "D" mentioned Property hereby conveyed to the PURCHASER.

03. The VENDORS further confirm that the said Schedule "D" property hereby conveyed shall at all times remain and be quietly enjoyed by the PURCHASER and the rents and profits there from received by the PURCHASER without any interruption or disturbance by the VENDORS or any other person whomsoever claiming through or under them.
04. The VENDORS further covenant with the PURCHASER that the Schedule "D" Property is free from any subsisting mortgage and is not affected by any other charge, lien, pending litigation, attachment, acquisition, Orders of Court or any other encumbrance and the VENDORS have not done anything, omitted or knowingly suffered any Act, Deed or thing whereby the Schedule "D" mentioned Property may stand in any way encumbered or impeached in title.
05. The VENDORS 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 VENDORS and against all expenses, costs, damages which the PURCHASER may incur or be put to or suffer by reason of the failure of any covenants hereinabove.
06. The VENDORS further covenant that all quit rents and other Revenues, Taxes, Amenities and Levies payable to the Government, Corporation or any other local Authority have been paid up-to-date and if there is any amount due in respect of the above, the VENDORS 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 undivided share.
07. The PURCHASER shall have in common with all other co-owners and persons authorized by him the right to enter and use the Property and common passages over the Schedule "C" Property. The PURCHASER shall not be entitled to claim partition of his share in the Property described in the Schedule "D" hereunder and the same shall remain though alienable, undivided and impartible.
08. The VENDORS covenant with the PURCHASER that, the VENDORS 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 "D" Property hereby conveyed.

09. As the VENDORS are conveying only a portion of the Schedule "C" property to the PURCHASER herein, the VENDORS have retained the original title deeds and other documents relating to the Schedule "C" property. The VENDORS further agree and undertake to produce the said original title deeds pertaining to the Schedule C property as and when requested by the PURCHASER upon reasonable prior notice being provided for the same.
10. The PURCHASER is at perfect liberty to apply for mutation of records with Revenue, Municipal and other Authorities in respect of the Schedule "D" mentioned Property.
11. The VENDORS have this day put the PURCHASER in legal possession of the Schedule "D" mentioned Property 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 VENDORS or any person or persons claiming through the VENDORS.
12. The VENDORS and the PURCHASER declare that the above mentioned Powers of Attorney executed by the FIRST VENDORS and the SECOND VENDOR are still in force and the said VENDORS are alive.

SCHEDULE A PROPERTY

Item-I:

All that piece and parcel of Vacant land situated at Old Mahabalipuram Road, Thoraipakkam, Chennai-600 097, comprised in

[i] Old Survey No.67/1/2A, New Survey No:67/2, measuring 0.46 Acre(0.47 Acre as per parent documents) and

[ii] Old Survey Nos:69/1B/2B & 69/3, now clubbed under New Survey No:69/2A2 measuring 0.58 Acre (0.51 Acre and 0.09 Acre, as per parent documents) of Okkiam Thoraipakkam Village, Sholinganallur Taluk, Kanceepuram District [formerly Tambaram Taluk], in all measuring 1.04 Acres or thereabouts, [1.07 Acres as per parent documents] and the said land bounded on the -

North by : Property comprised in Survey Nos.67/4 and 69/2A1 belonging to M/s.Akshaya Private Limited and 67/1A [part]

South by : Property comprised in Survey Nos.67/3, 69/2A3 and 57/3A

East by : Old Mahabalipuram Road

West by : Property comprised in Survey Nos.57/4A1, 57/4A2, 57/3A, 57/3B and 57/3C

situated within the Registration District of South-Chennai and Sub-Registration District of Neelankarai.

Item-II:

All that piece and parcel of Vacant land situated at Old Mahabalipuram Road, Thoraipakkam, Chennai-600 097, comprised in:

[a] Land comprised in Old Survey Nos.67/2B and 67/1-2A, currently comprised in New Survey No.67/3 – measuring 0.36 Acre as per document and 0.37 Acre as per Patta

[b] Land comprised in Old Survey Nos.69/3 and 69/1B2B, currently comprised in New Survey No.69/2A3 – measuring 0.34 Acre as per documents and 0.33 Acre as per patta, in Okkiam Thoraipakkam Village, formerly Saidapet Taluk, then Tambaram Taluk, currently Sholinganallur Taluk, Kancheepuram District, and the said land bounded on the –

North by : Property comprised in Survey Nos.67/2 and 69/2A2

South by : Property comprised in Survey Nos.69/4 and 68

East by : Old Mahabalipuram Road

West by : Property comprised in Survey Nos.57/2C2, 57/1C1 and 57/3C

situated within the Registration District of South-Chennai and Sub-Registration District of Neelankarai.

Item-III:

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

Sl.No.	Old Survey Number	New Survey Number		Extent in Acre
1.	67/1A-2A	67/1A then 67/1A1		1.24.6
2.	57/3A	57/3A1	0.11	0.18.5
		57/3A2	0.07.5	
3.	57/3B	57/3B1	0.11	0.16.0
		57/3B2	0.05	
4.	57/3C	57/3C		0.16
5.	57/4B	57/4B2		0.13.5
6.	50	50		0.20
	Total			2.08.6

in all totally measuring an extent of 2 Acres and 8.6 Cents or thereabouts, in Okkiam Thoraipakkam Villlage, formerly Saidapet Taluk, then Tambaram Taluk, currently Sholinganallur Taluk, Kancheepuram District, situated within the Registration District of South-Chennai and Sub-Registration District of Neelankarai.

Item-IV:

All that piece and parcel of Punja land originally comprised in Survey No.57/2C [part], currently comprised in Survey No.57/2C2, as per Patta bearing No.644, Post Office Road in Okkiam Thoraipakkam Villlage, Sholinganallur Taluk, Kancheepuram District, [formerly Tambaram Taluk], measuring an extent of 0.05 Acre as per document and 0.06 Acre as per patta, and the said land bounded on the -

North by : Land originally belonging to Mr.Manickana comprised in Survey No.57/3C

South by: Land originally belonging to Mr.Vembilina comprised in Survey Nos.57/1C1 and 57/1C2 and Post Office Road

East by : Land originally belonging to Mr.K.P.Narayanan comprised in Survey No.67

West by : Land originally belonging to Mr.Arumugana comprised in Survey No.57/2C1

situated within the Registration District of South-Chennai and Sub-Registration District of Neelankarai.

SCHEDULE B PROPERTY

[Consolidated property of the above mentioned Items-I, II, III & IV]

All that piece and parcel of Vacant land situated at Old Mahabalipuram Road, Thoraipakkam, Chennai-600 097, comprised in the following Survey Nos.:

Sl.No.	Old Survey Number	New Survey Number	Extent in Acre
1.	67/1/2A	67/2	0.46
2.	69/1B/2B and 69/3	69/2A2	0.58
3.	67/2B & 67/1-2A	67/3	0.36
4.	69/3 and 69/1B2B	69/2A3	0.34
5.	67/1A-2A	67/1A then 67/1A1	1.24.6
6.	57/3A	57/3A1	0.11

		57/3A2	0.07.5	0.18.5
7.	57/3B	57/3B1	0.11	
		57/3B2	0.05	0.16.0
8.	57/3C	57/3C		0.16
9.	57/4B	57/4B2		0.13.5
10.	50	50		0.20
11.	57/2C [part]	57/2C2		0.05
	Total			3.87.6

in Okkiam Thoraipakkam Village, Sholinganallur Taluk, Kancheepuram District, [formerly Tambaram Taluk], measuring an extent of 3 Acres and 87.6 cents or thereabouts, and the said land bounded on the -

- North by : Land comprised in Survey Nos.69/2A1, 67/4, 57/4B1, 50 [part] 57/4A2 and 63 [part]
- South by : Post Office Road in Survey No.69/4 and land comprised in Survey Nos.68 [part], 57/1C1, 57/1C2, 57/2A1, 57/2A2, 57/2B, 57/2C1, 57/4A1 and 67/4
- East by : Old Mahabalipuram Road and land comprised in Survey Nos.66 [part] and 67/4
- West by : Land comprised in Survey Nos.58 [part], 50 [part], 57/4C, 57/4B1, 57/4A1, 57/4A2, 57/2C1 and 57/1C2

situated within the Registration District of South-Chennai and Sub-Registration District of Neelankarai.

SCHEDULE C PROPERTY

[After ear marking OSR area]

All that piece and parcel of Vacant land situated at Old Mahabalipuram Road, Thoraipakkam, Chennai-600 097, comprised in the following Survey Nos.:

Sl.No.	Old Survey Number	New Survey Number		Extent in Acre
1.	67/1/2A	67/2		0.35.84
2.	69/1B/2B and 69/3	69/2A2		0.31.34
3.	67/2B & 67/1-2A	67/3		0.36.00
4.	69/3 and 69/1B2B	69/2A3		0.34.00
5.	67/1A-2A	67/1A then 67/1A1		1.24.60
6.	57/3A	57/3A1	0.11	
		57/3A2	0.07.5	0.18.50
7.	57/3B	57/3B1	0.11	

		57/3B2	0.05	0.16.00
8.	57/3C	57/3C		0.16.00
9.	57/4B	57/4B2		0.13.50
10.	50	50		0.20.00
11.	57/2C [part]	57/2C2		0.05.00
	Total			3.50.78

in Okkiam Thoraipakkam Village, Sholinganallur Taluk, Kancheepuram District, [formerly Tambaram Taluk], measuring an extent of 3 Acres and 50.78 cents or thereabouts, and the said land bounded on the -

- North by : Land comprised in Survey Nos. 57/4B1, 50 [part], 57/4A2 and 63 [part] and OSR area
- South by : Post Office Road in Survey No.69/4 and land comprised in Survey Nos.68 [part], 57/1C1, 57/1C2, 57/2A1, 57/2A2, 57/2B, 57/2C1, 57/4A1 and 67/4
- East by : Old Mahabalipuram Road and land comprised in Survey Nos.66 [part] and 67/4
- West by : Land comprised in Survey Nos.58 [part], 50 [part], 57/4C, 57/4B1, 57/4A1, 57/4A2, 57/2C1 and 57/1C2

situated within the Registration District of South-Chennai and Sub-Registration District of Neelankarai.

SCHEDULE D PROPERTY

(Property hereby proposed to be conveyed)

_____ **Sq.ft.** [_____ Sq. Mts.] of undivided share in all that piece and parcel of the above mentioned Schedule C Property.

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

IN WITNESS WHEREOF THE THIRD VENDOR FOR THEMSELVES AND AS ATTORNEY OF THE VENDORS [1] AND [2] AND THE PURCHASER HEREIN HAVE SET THEIR RESPECTIVE HANDS, SEAL AND SIGNATURES TO THIS AGREEMENT OF SALE ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESS:

WITNESS:-

1.

**THIRD VENDOR FOR THEMSELVES
AND AS ATTORNEY OF THE
FIRST VENDORS AND SECOND VENDOR**

2.

PURCHASER

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

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT EXECUTED AT CHENNAI ON THIS THE ____**th** DAY OF _____**2015** BETWEEN:

M/s. AKSHAYA PRIVATE LIMITED, a Private Limited Company incorporated under the Companies Act, 1956, having Income Tax P.A.No.AAFCA1708D, having its Registered Office at G-Square, 4th Floor, No-46, Rajiv Gandhi Salai, Chennai-600 096, represented by its Authorised Signatory **Mr.T.SENTHIL KUMARAN**, [PAN : BJYPS1663K] son of Mr.Thangavel, aged about 41 years, vide Board Resolution dated 03/10/2013, 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

Mrs. _____, [PAN : _____] wife / Son / daughter of Mr. _____, 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 Mr.K.S.Mohan, Mrs.Hemalatha Kumar, Mrs.Uma Muralikrishna, Ms.Shwetha, Ms.Shradha, Ms.Amruthavarshini, M/s.Associated Equipment Services, a Partnership Firm, and M/s.Akshaya Private Limited, [the BUILDER/PROMOTER], hereinafter jointly referred to as the LAND OWNERS were earlier the absolute owners of portions of the larger extent of the, Schedule A property, [which originally measured 3.87.6 Acres or thereabouts], they having acquired portions of the same, as per the devolution of title, detailed in the preamble of the Agreement of Sale entered into between the parties herein.

WHEREAS with a view to develop and better utilize their respective extents, the LAND OWNERS had contracted with M/s. AKSHAYA PRIVATE LIMITED, the BUILDER/PROMOTER herein, [and incidentally one of the LAND OWNERS] to consolidate their respective extents, and to develop the same into a scheme of Multi-storied Residential Apartment complex with many common utilities, amenities, for a convenient and holistic living experience, together with a demarcated commercial space,

WHEREAS pursuant thereto, the BUILDER/PROMOTER through the LAND OWNERS had applied to the concerned authority being CMDA for sanctioning an approval for their proposed development over the consolidated larger extent.

WHEREAS, in line with the request from CMDA, of assigning a demarcated space, for Open Space Reservation area, [OSR], the said LANDOWNERS had executed a Gift Deed, gifting an extent of 1490.16 sq.mtrs. [16,040.08 sq.ft.] from and out of their consolidated property, towards Open Space Reservation Area ["OSR"]

The said Gift Deed to CMDA, dated 10/04/2014, has been Registered as Doc.No.2503/2014, in the Office of the Sub-Registrar, Neelankarai.

WHEREAS, pursuant to the execution of the aforesaid Gift Deed dated 10/04/2014, the LAND OWNERS are currently left with the balance extent of land measuring 3

Acres and 50.78 cents thereabouts, being the property more fully and particularly detailed in the Schedule A hereunder.

WHEREAS the said BUILDER/PROMOTER, has decided to promote a Building complex called "**TANGO**" over the aforesaid Schedule A property, which shall consist of

[i] Residential apartments, in the residential block, together with the facilities and amenities, as enlisted in the Schedule of amenities and facilities.

[ii] A commercial block, which shall also contain the club house.

WHEREAS the ALLOTTEE/PURCHASER is desirous of purchasing a Residential Apartment bearing **No.____**, in the _____**FLOOR, BLOCK** - __, of the proposed development called "**TANGO**" having a built up area of _____ **Sq.ft.** [____ Sq. Mts.] or thereabouts which is morefully described in Schedule C hereunder, as per the specifications given in the enclosed Annexure-II.

WHEREAS the ALLOTTEE/PURCHASER herein on having inspected all the title deeds to the Schedule A property along with all other papers in connection with the Schedule A property in the possession of the BUILDER/PROMOTER has already made arrangements for buying an extent of _____ **Sq.ft.** [____ Sq. Mts.] of Undivided Share of land in the abovementioned Schedule-A land, which is more fully and particularly described in the Schedule B hereunder.

WHEREAS the BUILDER/PROMOTER has agreed to construct an apartment for the ALLOTTEE/PURCHASER and the BUILDER/PROMOTER has been similarly entrusted with the construction of residential apartments in the Schedule A property by such other interested persons who have decided to have apartments of their own in the Schedule A property .

WHEREAS the ALLOTTEE/PURCHASER has accepted the terms and conditions relating to the construction of the Schedule C Apartment.

WHEREAS in order to avoid any ambiguity in future about the terms of this understanding and the subsequent use and occupation thereof by the ALLOTTEE/PURCHASER of the said complex along with the other CO-ALLOTTEES/PURCHASERS, the parties herein have decided to reduce the terms into writing and accordingly the present Agreement is executed.

WHEREAS for the sake of brevity, all Residential Apartments shall be referred to as Apartment or Schedule C property, throughout the text of this Agreement and the actual nature of the apartment shall be detailed in Schedule C of this Agreement.

NOW THIS AGREEMENT WITNESSETH:-**01. BUILT UP SPACE TO BE CONSTRUCTED:**

At the request of the ALLOTTEE/PURCHASER herein, the BUILDER/PROMOTER has agreed to construct a Residential Apartment bearing **No. _____, in the _____ FLOOR, BLOCK - __**, of the proposed development called "**TANGO**" having a built up area of _____ **Sq.ft.** [____ Sq. Mts.] or thereabouts together with One Covered Car Park in Stilt Floor which is more fully described in Schedule C hereunder, as per the specifications given in the enclosed Annexure-II.

The Undivided share in land corresponding to the proposed Schedule C construction is more fully described in the Schedule B hereunder.

The specifications of the proposed construction are set out in detail in the attached Annexure-II titled SPECIFICATIONS which shall form part and parcel of this Agreement.

02. CONSTRUCTION COST:

2.1 The total cost of construction for the aforesaid apartment is mutually fixed at **Rs. _____/-** (Rupees _____ only) which is exclusive of the cost of conveyance of the Schedule B property.

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

2.2.1 A sum of **Rs. _____/-** (Rupees _____ only) towards Club House Membership charges

2.2.2 A sum of **Rs. _____/-** (Rupees _____ only) towards Electricity deposits and levies

2.2.3 A sum of **Rs. _____/-** (Rupees _____ only) towards Legal and Documentation charges

That the above sum represents the cost of construction and other costs of the Schedule C Property exclusive of the Stamp Duty, Registration Fee and Incidental expenses involved in the registration of the undivided share in the Schedule A Property and the differential cost of extra amenities, other applicable taxes/levies etc.

03.SCHEDULE OF PAYMENTS

That with respect to the aforementioned payments of the sum of **Rs._____/-** (Rupees _____ only) payable to the BUILDER/PROMOTER, the ALLOTTEE/PURCHASER undertakes to pay the same in the manner and Schedule as stipulated in Annexure I, attached to this Agreement.

04.STATUTORY LEVIES:

The ALLOTTEE/PURCHASER undertakes and agrees to pay the Infrastructure and Amenities charges and related expenses of **Rs._____/-** (Rupees _____ only). The said payment, and also any other charge/levy shall be made by the ALLOTTEE/PURCHASER with 7 days from the date of signing this Agreement and as claimed by the Govt. from time to time.

Further the ALLOTTEE/PURCHASER shall be liable to pay applicable statutory Sales Tax/VAT/Service Tax, or such other statutory levies, as may be applicable and payable by the ALLOTTEE/PURCHASER with regard to the Schedule C Residential Apartment as shall be indicated by the BUILDER/PROMOTER as and when demanded.

If any new tax is payable in respect of anything done or deemed to be done under this Agreement by the BUILDER/PROMOTER, such taxes shall be paid by the ALLOTTEE/PURCHASER to the BUILDER/PROMOTER. If by any reason of any amendment to the constitution or enactment or amendment of any other Law Central or State, this transaction is held eligible to tax as a Sale or Service or otherwise either as a whole or part of any inputs or materials or equipments used or supplied in execution of or in connection with this transaction or labour employed are eligible to tax, the same shall be borne and payable by the ALLOTTEE/PURCHASER on demand. The ALLOTTEE/PURCHASER specifically indemnify/indemnifies the Builder against any other taxes.

05.TIME AN ESSENCE:

TIME shall be an ESSENCE, with respect to all payments, due and payable by the ALLOTTEE/PURCHASER to the BUILDER/PROMOTER. Payments shall be made by the ALLOTTEE/PURCHASER within 7 days from the date of receipt of demand from the BUILDER/PROMOTER.

06.TIME FOR COMPLETION 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 (barring the commercial block) and undertakes to deliver the completed Apartment in November 2017.

The BUILDER/PROMOTER further agrees that TIME SHALL BE AN ESSENCE with regard 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 Construction Agreement.

The commencement of construction and completion of the Commercial Block shall not be construed as delay in completion of the project.

07.UNFORESEEN DELAY, NOT ATTRIBUTABLE TO NEGLIGENCE BY THE BUILDER/PROMOTER:

Notwithstanding anything contained under this Agreement, the BUILDER/PROMOTER shall not be held responsible nor have any liability for any delay or any breach if such delay or breach is caused by reason of any change of Law, Rules, Regulations or any Restrictions imposed by any Government or other Authority including any Judicial Authority, or by reason of war, civil commotion, strike labour, unrest, scarcity or non-availability of any vital material or natural calamity or any Act of God/force majeure or due to any other circumstances beyond the control of the BUILDER/PROMOTER and/or any other Public or Competent Authority or in the event of any Competent Authority deciding to revoke/cancel any permit. In any of the aforesaid events, the BUILDER/PROMOTER shall intimate such delay to the ALLOTTEE/PURCHASER within 21 days from the date of happening of such eventuality.

08.DELAY BY THE BUILDER/PROMOTER:

In the event of any delay in handing over the Schedule C Apartment space, the BUILDER/PROMOTER undertakes to pay a rental compensation to the ALLOTTEE/PURCHASER amounting to **Rs.5/-** [Rupees Five Only], per sq.ft, per month for such delayed period provided 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.

It is further clarified and accepted to by the parties to this Agreement that delay in obtaining the sanctions and permits from the various Authorities for the construction and subsequent service connections for the habitable occupation of the premises shall not be construed as delay in construction or completion thereof.

09. HANDING OVER POSSESSION:

The BUILDER/PROMOTER shall hand over possession of the premises to the ALLOTTEE/PURCHASER within 15 days from the date of completion of construction or after obtaining the entire payments 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. The BUILDER/PROMOTER shall complete the Said Apartments in all respect and in strict compliance with the rules, regulations, permissions, licenses; approvals issued by all authorities concerned from time to time and shall hand over the possession of the same as aforesaid.

10. DELAY IN TAKING POSSESSION AND CONSEQUENCES THEREOF

Upon the BUILDER/PROMOTER informing that the Schedule C Property is ready for handover, the ALLOTTEE/PURCHASER shall, within 15 days of such intimation, make all payments under this Agreement and the Agreement for Sale and shall come forward to take possession of the Schedule C Property or/as well as conveyance of the undivided share. In the event of the ALLOTTEE/PURCHASER failing to make payments under this Agreement and the Agreement for Sale and take conveyance in her favour, the ALLOTTEE/PURCHASER shall be liable to pay/bear all the consequential expenses and demand charges from the date of the connection, taxes/levies/charges, or any amounts payable by the BUILDER/PROMOTER under any state or central statute, due to delay in taking conveyance and such amounts shall be paid before the conveyance deed is executed. The ALLOTTEE/PURCHASER shall also be liable to pay Rs.5/- [Rupees Five only], per sq.ft. per month as holding charges to the BUILDER/PROMOTER till the ALLOTTEE/PURCHASER takes possession of the Schedule C property.

11. REIMBURSEMENT OF EXPENSES TO THE BUILDER/PROMOTER:

The BUILDER/PROMOTER does not take up the responsibility in obtaining Property Tax Assessment in respect of the Schedule C Apartment in the name of the ALLOTTEE/PURCHASER herein. However, upon the specific request of the ALLOTTEE/PURCHASER, they shall assist in obtaining the Property Tax Assessment in respect of the Schedule C Apartment in the name of the ALLOTTEE/PURCHASER on the clear understanding that the ALLOTTEE/PURCHASER shall reimburse any amounts paid including incidental expenses incurred by the BUILDER/PROMOTER towards obtaining Property Tax Assessment in respect of the Schedule C Apartment in the name of the ALLOTTEE/PURCHASER herein. Such payments shall be made

along with full and final payment to be effected by the ALLOTTEE/PURCHASER at the time of the ALLOTTEE/PURCHASER taking over physical vacant possession of the Schedule C Apartment from the BUILDER/PROMOTER herein.

12. DEED OF SALE FOR UNDIVIDED SHARE

12.1 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 to 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.

12.2 The covenants in the Sale Deed for the Schedule B land described hereunder to be executed by the ATTORNEY OF THE LAND OWNER 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.

13. FINANCIAL INSTITUTION:

13.1 That in the event of the ALLOTTEE/PURCHASER, approaching any financial institution, the BUILDER/PROMOTER herein further clarifies, 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 supra.

13.2 The ALLOTTEE/PURCHASER further undertakes that she shall cause to obtain all payment from the Financial Institution that she shall approach directly in the name of the BUILDER/PROMOTER and in this regard she shall sign the necessary undertaking/authorisation letters directing the Financial Institution/Banks to make the due payments to the BUILDER/PROMOTER as per the payment Schedule agreed hereunder without further reference to the ALLOTTEE/PURCHASER subject to due

progress as per stages of work in the Annexure-I attached to this Construction Agreement.

14. TIMELY PAYMENTS:

14.1 The ALLOTTEE/PURCHASER hereby undertakes and ensures to pay the aforesaid sums as provided above and hereby further 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, failure on the part of the ALLOTTEE/PURCHASER to make the payment by the Due Dates shall make the Purchaser liable to pay interest @ 18% per annum on such due amount even if such delay in payment were attributable to the Financial Institution not effecting their payments on time. However, delays beyond the control of the Purchaser such as postal delays, banking delays, not attributable to the Purchaser shall be excluded.

14.2 The ALLOTTEE/PURCHASER hereby expressly consents that in the contingency above mentioned, the BUILDER/PROMOTER will have the exclusive 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 owed 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 even in spite of the Financial Institutions holding first charge, in the event of funding for the said property.

15. FAILURE TO EFFECT PAYMENTS:

In case of failure on the part of the ALLOTTEE/PURCHASER to pay the consideration amounts due and payable towards the cost of the construction and her pro-rata share of common maintenance expenses, (prior to the formation of the Association or any duly authorized agency taking over maintenance of the same) and any other deposit / charges/ levies if any payable, such failure shall create a first and paramount lien and charge on her interest over the land described in Schedule B 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.

16. CANCELLATION

16.1 It is categorically agreed between the parties to this Agreement that this Agreement is irrevocable and in case of the ALLOTTEE/PURCHASER defaulting the payments in the manner stipulated hereunder or in the event of the

ALLOTTEE/PURCHASER rescinding this Agreement either due to non performance or due to the Breach of the terms and conditions, the BUILDER/PROMOTER in their discretion shall refund to the ALLOTTEE/PURCHASER such sums of money received from her without interest, however after deducting 10% of the Apartment cost (as mentioned in the Annexure I of the Agreement for sale and this Agreement) besides the applicable taxes towards Liquidated Damages, apart from recovering the expenses incurred for re conveyance of the said Apartment to third parties.

16.2 The BUILDER / PROMOTER further agrees to refund the balance amount after deducting 10% as aforesaid only after identifying an alternate Purchaser and realization of Sale Consideration from the prospective purchaser. It is further agreed that during the Interim period, the ALLOTTEE/PURCHASER shall not be entitled for any payment of the advance amounts including Interest. Upon such refund being made by the BUILDER/PROMOTER, the Agreement shall automatically stand cancelled and the ALLOTTEE/PURCHASER shall cease to have any further interest, right, title over the said Apartment. All the overdue interest paid or payable under the statutory payments till the date of such cancellation will be non refundable and not paid to the ALLOTTEE/PURCHASER under this clause.

16.3 The ALLOTTEE/PURCHASER further agrees that in the event of a breach of the terms and conditions or in case of rescinding of the Agreement as the case may be even after registration of the Sale deed for Undivided share, the BUILDER/PROMOTER is empowered to identify another alternate ALLOTTEE/PURCHASER, and the ALLOTTEE/PURCHASER shall necessarily be obligated to come forward to execute and register such necessary deeds, either to cancel the sale deed or reconvey the Undivided share of Land to the nominee of the BUILDER/PROMOTER as the case may be. However all incidental expenses including Stamp duty for such Cancellation and reconveyance expenses (if reconveyed to the BUILDER) excluding Stamp Duty shall be to the Account of the ALLOTTEE/PURCHASER.

16.4 The ALLOTTEE/PURCHASER and the BUILDER/PROMOTER admit that this Agreement is irrevocable except in the contingency mentioned in the Clause supra

17. AMENITIES AND SPECIFICATIONS:

17.1 The BUILDER/PROMOTER further confirm that they shall build the Schedule C Apartment space only in accordance with the specifications provided in Annexure-II annexed to this Agreement. In the event of non-availability of certain brand or

material due to market conditions or closure of the brand/company, the BUILDER/PROMOTER shall be permitted to use an equivalent brand

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

17.3 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.

17.4 The ALLOTTEE/PURCHASER further agree and confirm that the model apartment/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 indicative model and the ALLOTTEE/PURCHASER shall not make any claim on account of the Schedule-C Property being in variation to the said perspectives as shown in the marketing material/brochures

18. UNDERTAKING AND ASSURANCE BY THE BUILDER/PROMOTER:

The BUILDER/PROMOTER undertakes to construct the Schedule C Apartment either by themselves or through other Sub-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.

19.NO DEVIATION FROM APPROVED PLAN:

The BUILDER/PROMOTER agrees and undertakes to construct the Schedule C Apartment as per the CMDA 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 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 and those that are done, after completion and handing over the project.

20.DEFECT IN CONSTRUCTION:

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 Apartment 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.

21.TIMELY CO-OPERATION BY ALLOTTEE/PURCHASER:

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.,

22.INSPECTION OF CONSTRUCTION PROGRESS:

The ALLOTTEE/PURCHASER has no right to hinder the progress of construction of the said building complex or any part thereof under any circumstances mentioned above or under any circumstance whatsoever. The ALLOTTEE/PURCHASER however is permitted limited access 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.

23.INDEMNITY BY THE ALLOTTEE/PURCHASER:

23.1 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.

23.2 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.

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

24.USE 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.

25.OBLIGATIONS OF THE ALLOTTEE/PURCHASER:

In recognition of the BUILDER/PROMOTER having paid the security deposit to the CMDA 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.

26.DISPLAY OF NAME BOARDS/SIGNAGES:

The ALLOTTEE/PURCHASER shall not put her Board/s, signages, in places other than the place ear marked to her by the BUILDER/PROMOTER. The Boards/signage's 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.

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

27.NATURE OF USE OF THE SCHEDULE C APARTMENT:

27.1 The ALLOTTEE/PURCHASER shall use the Schedule C Apartment only for residential use, that it has been allotted for and shall not change the nature of use of the same. Likewise all apartment owners, shall use their Schedule C Apartment with due care and caution and shall not 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/PURCHASERS/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.

27.2 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.

27.3 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.

27.4 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 same by other Residential Apartments in the said Complex.

28.DUE COMPLIANCE:

28.1 As a matter of necessity, the ALLOTTEE/PURCHASER hereby covenants and agrees to own and enjoy the said Schedule A property in common with the other owners/occupants of the other Residential 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 Apartments. 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.

28.2 It is hereby agreed that the BUILDER/PROMOTER and the ALLOTTEE/PURCHASER shall observe and perform and comply with all the terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by the local authority at the time of sanctioning of the plans or any time thereafter or at the time of granting Completion Certificate.

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

28.4 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.

29.APPLICATION TO COMPETENT AUTHORITIES

The BUILDER/PROMOTER shall make necessary applications to the Competent Authorities namely TANGEDCO for electricity supply to all the Apartments and for common utilities like pump and lift; For this purpose, the ALLOTTEE/PURCHASER shall authorize one or more agents of the BUILDER/PROMOTER to lodge the necessary papers for acknowledging, delivery of possession, apart from bearing pro-rata costs incurred in the process thereof. The BUILDER/PROMOTER undertake to obtain the EB Supply Card in the name of the ALLOTTEE/PURCHASER in case the Undivided Share of Land is registered in favour of the ALLOTTEE/PURCHASER at the time of applying for EB Connection. In all other cases the BUILDER/PROMOTER shall only assist for such transfer in the name of the ALLOTTEE/PURCHASER

30.NO MUNICIPAL WATER AND SEWERAGE CONNECTION

The BUILDER/PROMOTER further confirms that currently the Schedule-A property is located in an area where there are currently no Municipal sewer lines 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.

31.SEWERAGE TREATMENT PLANT:

Further, it is clarified that the BUILDER/PROMOTER has provided a Sewerage Treatment Plant as a common facility for the proposed ALLOTTEES/PURCHASERS of the Apartments of the Schedule C 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 "TANGO OWNERS' ASSOCIATION" as contemplated hereunder.

The ALLOTTEE/PURCHASER has been informed that the Sewerage Treatment Plant will be operated provided there is minimum number of occupiers in the Apartment Buildings during the maintenance period.

32. UNIFORM AGREEMENT FOR ALL ALLOTTEES/PURCHASERS:

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

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.

33. NOT TO ALTER APARTMENT AND EXCLUSIVE CAR PARK NUMBERING:

The ALLOTTEE/PURCHASER acknowledges that the top floor of the Project ie. the floor above the 12th Floor, shall only be referred to as the 14th Floor and not the 13th Floor, at all times in this Project.

Further, the ALLOTTEE/PURCHASER agrees and undertakes not to alter, at any time in future, the Block Number, Apartment Number and Car Park numbering, as demarcated and allotted by the BUILDER/PROMOTER either individually or jointly along with the other ALLOTTEES/PURCHASERS of the Schedule A property.

34. COMMON TERRACE:

The terrace over the top floor of the residential block of the Schedule C building shall be common to all co-owners of the Schedule A property and/or their nominee/s for their common use and enjoyment. It is fully agreed ensured and accepted between the Parties herein that in future no construction of any type either permanent or temporary shall be put up by either party and/or their nominee/s. Likewise, none of the ALLOTTEES/PURCHASERS, shall have exclusive hoarding rights over any of their private or common terrace areas.

The terrace over the top floor of the commercial block of the Schedule C building, shall belong exclusively to the BUILDER/PROMOTER.

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

The ALLOTTEE/PURCHASER is hereby informed that the BUILDER/PROMOTER has provided independent sets of WTP/STP, generator, motors, lighting for common areas, housekeeping, security, borewell, for the use of the commercial and residential block. In other words, the ALLOTTEES/PURCHASERS of the residential

block will not have to share any expenditure in the maintenance of the commercial block and vice versa.

36.LOCATION OF COMMON SERVICES & AMENITIES:

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

37.OSR AREA

The ALLOTTEE/PURCHASER further undertakes not to put up any structure, (either individually or collectively) either temporary or permanent, over the area, which has been ear marked as OSR land [Open Space Reservation purpose land].

38.MAINTENANCE FEE AND 10 YEARS MAINTENANCE PERIOD OFFERED BY THE BUILDER/PROMOTER:

38.1 **Maintenance Fee** : The ALLOTTEE/PURCHASER agrees to pay a sum of Rs.3/- per Sq.ft/per month for a period of 12 months in advance **Rs._____/-** (Rupees _____ only) besides the applicable Service Tax, statutory levies at present and or in future, at the time of taking delivery of the possession of the Schedule C property. The advance maintenance fee charges agreed under this clause is the subsidized rate for the goodwill of the customer, for the maintenance of the Schedule A common areas, undertaken by the BUILDER/PROMOTER or their Nominee or one of their deputed agencies. The Maintenance fee shall cover housekeeping services for the common areas, security arrangement for the premises, diesel generator, STP, WTP operation and maintenance, common area electricity bills, garbage disposal, sump/overhead tank cleaning charges and administration/supervisory expenses.

38.2 The above mentioned amount shall be paid/become payable, by the ALLOTTEE/PURCHASER on the date when the BUILDER/PROMOTER communicates their readiness to handover possession of the Schedule C property, irrespective of whether the possession is taken over by the ALLOTTEE/PURCHASER.

38.3 Notwithstanding anything contained and or agreed between the Parties, Specifications or anything contained in any other agreements, the BUILDER/PROMOTER herein clarifies that though the capacity of the generator shall be capable of backing the entire building complex, the aforesaid Maintenance Fee

shall include power back up for duration of 2 hours per day and the cost of the power back up for the duration exceeding the said 2 hours per days shall be proportionately paid by the ALLOTTEE/PURCHASER.

38.4 The BUILDER/PROMOTER will be responsible for the maintenance of the Schedule A property for 10 years. The maintenance charges shall be calculated based on actual expenses for maintenance plus 20% for supervision and overheads excluding Service Tax, statutory levies at present and or in future, as applicable for each period of 12 months with respect to the Schedule A property and shall be paid in advance of the commencement of the said 12 months. The aforesaid payments shall be made through the Association of the owners that shall be formed and in default of payment committed by the ALLOTTEE/PURCHASER; the ALLOTTEE/PURCHASER shall be liable to pay the aforesaid amounts with interest at the rate of the 12% per annum.

38.5 The ALLOTTEE/PURCHASER has been informed that the liability to pay maintenance charges shall arise against the prospective Purchasers alone from the date when the Builder has intimated to her as to the completion of the Apartment fit for occupation irrespective of the fact whether the entire project is completed in all respects or not. The ALLOTTEE/PURCHASER further agrees and confirms that the Builder shall not be liable to contribute towards maintenance charges for the unsold Apartments, till the said Apartments are sold. The ALLOTTEE/PURCHASER hereby expressly agree that she shall neither individually nor collectively as a member of the Association make any demand for payment of the maintenance charges in respect of completed apartments that remains unsold and being marketed by the Builder.

39.UN-INTERRUPTED MAINTENANCE ACCESS FOR THE BUILDER

The BUILDER/PROMOTER shall be responsible for maintaining the over all complex being developed by them on the Schedule A property during the defects liability period, and for such further periods as agreed upon under this Agreement. Thereafter, after the lapse of the agreed maintenance period, the ALLOTTEES/PURCHASERS/ASSOCIATION shall permit the BUILDER/PROMOTER and their authorized agencies, uninterrupted access at any given point of time into the Project or 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 ALLOTTEES/PURCHASERS/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.

40.CORPUS FUND

The ALLOTTEE/PURCHASER shall hand over Rs.50/- per sq.ft of the Schedule C Property to the BUILDER/PROMOTER as Corpus Fund for the Building Complex named "TANGO" by Cheque favouring the "Tango Owners Association" at the time of handing over possession of the Schedule "C" Property to the ALLOTTEE/PURCHASER. The entire Corpus Fund will be handed over by the BUILDER/PROMOTER to the Association as and when formed. The Association when formed may decide to enhance the corpus and such increased corpus amount will be paid by the ALLOTTEE/PURCHASER. The ALLOTTEE/PURCHASER understands the importance of the deposit amount as the same is required towards a corpus meant for contingencies including but not limited to major or capital expenditure.

41.ALLOTTEE/PURCHASER TO NECESSARILY BECOME A MEMBER:

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 all the owners of the project "**TANGO**" 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 Apartments, compound walls, terrace and all other common amenities.

42.NO GRANT

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment or of the Property and the said building or any part thereof. The ALLOTTEE/PURCHASER shall have no claim save and except in respect of the Said Apartment hereby agreed to be constructed and sold to the ALLOTTEE/PURCHASER.

43.MEASUREMENT OF DIMENSIONS

The ALLOTTEE/PURCHASER herein understands that the carpet area dimensions given in floor plans and area statements are measured from wall to wall before finishing like plastering, painting, skirting, etc.

44.CAR PARKS

The car park/s allotted to the ALLOTTEE/PURCHASER in the Premises shall be used only for parking of vehicles belonging to the ALLOTTEE/PURCHASER and her

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 shall under no circumstance park her vehicles or permit/cause to permit any heavy or light vehicles to be parked in the common areas of the schedule premises, nor use the pathways and open spaces within the Schedule A property for parking any heavy vehicles which shall cause hindrance of ingress and egress to the other co-owners of the premises. The ALLOTTEE/PURCHASER's guest vehicles shall not be permitted to be parked in the slots allotted to the ALLOTTEE/PURCHASER.

The ALLOTTEE/PURCHASER further agrees that the Car Parking space shall be part and parcel of the Schedule C Premises 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. However the size of the car park shall not be uniform for all the owners of the apartments and shall vary depending on the structural design and column position.

Further, the ALLOTTEE/PURCHASER agrees and undertakes not to alter, at any time in future, the Car Park numbering as allotted by the BUILDER/PROMOTER either individually or jointly along with the other ALLOTTEES/PURCHASERS of the Schedule A property. The ALLOTTEE/PURCHASER agrees and undertakes not to interchange the Car Park with any of the co-owners in future or at any point of time.

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.

45.CAR PARKS, PRIVATE OPEN TERRACE, GARDEN, FEATURES and AMENITIES, CLUB HOUSE

The BUILDER/PROMOTER shall have the exclusive discretion to allot car parks, private open terrace, garden to certain ALLOTTEES/PURCHASERS and the ALLOTTEE/PURCHASER shall not have any objection to the same, subject to her right of ingress not being affected.

46. HANDING OVER OF CLUB HOUSE FACILITIES AND AMENITIES:

The ALLOTTEE/PURCHASER agrees that the BUILDER/PROMOTER shall be absolutely entitled, authorised and permitted to use its discretion to decide and complete the common areas, facilities and general/special amenities like the road, garden, club house, etc, within such reasonable time period as may be required. However the BUILDER/PROMOTER shall endeavour to handover the club house by December 2017.

47. CLUB HOUSE:

It is further agreed and accepted between the Parties herein for the following:

47.1 The BUILDER/PROMOTER shall be constructing a Club house along with Swimming pool and the attached facilities in the commercial block or such other portion of the Schedule A property which shall exclusively belong to the BUILDER/PROMOTER.

47.2 ACCESS TO CLUB HOUSE IN THE COMMERCIAL BLOCK:

In this context, the BUILDER/PROMOTER clarifies, that though the ALLOTTEE/PURCHASER shall have uninterrupted access to the club house, (subject to the club house rules) located in the commercial block, her entry shall be limited to the club house area only and not around other private commercial spaces or commercial common areas. Likewise the occupiers and owners of the commercial block, (barring the BUILDER/PROMOTER) shall not have access to the residential block.

47.3 The ALLOTTEE/PURCHASER herein would have to pay a one-time non-refundable fee of **Rs. _____/-** (Rupees _____ 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 subscription charges as demanded by the BUILDER/PROMOTER or their authorized agency. These charges shall be payable in advance every year, to the association, which shall be responsible to collect the same from the ALLOTTEE/PURCHASER and handover the said cumulative amount to the BUILDER/PROMOTER. These annual subscription charges, as demanded by the BUILDER/PROMOTER, shall be payable by the ALLOTTEE/PURCHASER, irrespective of her actual physical usage.

47.4 The initial Club House annual subscription charges of **Rs.12,000/-** plus Service Tax (i.e Rs.1,000/- per month for a period of 12 months) shall pay by the ALLOTTEE/PURCHASER to BUILDER/PROMOTER at time of the BUILDER/PROMOTER handing over the Apartment which shall be exclusive of the Maintenance charges mentioned supra

47.5 Thereafter, from the second year, she shall be paid to the Association, who shall in turn route the cumulative sum of the annual subscription charges to the BUILDER/PROMOTER or their authorised agency.

47.6 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.

47.7 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.

47.8 The BUILDER/PROMOTER would also be providing certain Amenities and facilities as enlisted in Annexure-II along with specifications of this Agreement annexed to the Club House which shall be common for the use and enjoyment of all the co-owners of the overall Schedule A property and the ALLOTTEE/PURCHASER herein shall faithfully observe the rules and regulations pertaining to the usage of the same in the larger interest of all the ALLOTTEES/PURCHASERS of the overall Project contemplated on the Schedule A property. Further, the Ownership to the Amenities and the Equipment's provided in respect of the facilities enlisted in Annexure-II - (A) under Amenities & Equipments in Club House shall always remain with "M/S.AKSHAYA PRIVATE LIMITED".

48.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.250/- per sq. ft. besides the applicable taxes on the Schedule C Apartment area, provided however the ALLOTTEE/PURCHASER has paid all the installments due till the date of such assignment.

49. PRO-RATA CHARGES

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.

50. TERMS AND CONDITIONS TO BE FOLLOWED BY SUCCESSORS-IN-TITLE AND OCCUPANTS AT ALL TIMES IN FUTURE:

It is agreed between the Parties herein that as and when the Schedule C Apartment is being sold or dealt with in future 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, its 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.

51. NUISANCE

The ALLOTTEE/PURCHASER shall not under any circumstances object or obstruct the BUILDER/PROMOTER from continuing with the construction and completion of the other Phases in the project. Any noise pollution/dust pollution caused in this regard will not be questioned by the ALLOTTEE/PURCHASER at any point of time.

52. WAIVER

Any waiver by either of the Parties concerning any of the rights under this Agreement shall not be deemed to be a continued waiver of its remaining rights under this agreement.

53. MODIFICATION OR AMENDMENT

That, no Modification or Amendment to this Agreement shall be valid or binding on the Parties unless the same is reduced in writing and executed by both parties.

54. GOVERNING LAW

This Agreement shall be governed in accordance with the laws of the State and Central Government and the Parties expressly consent to submit to the Jurisdiction of the Courts located at Chennai.

55. ENTIRE AGREEMENT:

This Agreement contains all the terms agreed upon by the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, communications, representations, understanding and warranties between the Parties whether oral or written concerning such subject matter.

56. ALTERNATE DISPUTE RESOLUTION

In the event of any dispute or difference of opinion arising between the parties hereto with regard to any matter either due to interpretation, execution, of carrying out the objects and implementing the terms of this Agreement, or any thing relating to or connected with this Agreement, or the construction of the Apartment, the same shall be resolved by Arbitration by a sole Arbitrator, as appointed by "Confederation of Real Estate Developers Association of India – Chennai" (CREDAI-Chennai), whose decision shall be final and binding on both the parties.

In the event of a Deadlock, then such disputes may be referred to Arbitration under the provisions of the Arbitration & Conciliation Act, 1996 as stipulated under this Agreement

57. ARBITRATION

Any dispute, controversy, claim or disagreement of any kind whatsoever between or among the parties in connection with or arising out of this agreement or any of the Project Agreements or the breach, termination or invalidity thereof shall be referred to and finally resolved by Arbitration irrespective of the amount involved in the dispute or whether such disputes would otherwise be considered justifiable for resolution by any Court. The Parties expressly agree that they shall attempt to resolve through good faith any such disputes between the parties by mutual discussions. In the event of a deadlock, both Parties shall nominate an Arbitrator of their choice and the nominated Arbitrators shall appoint a presiding Arbitrator who shall decide the dispute so referred in accordance with the Arbitration and Conciliation Act, 1996 (Act 26 of 1996).

The seat of the Arbitration shall be at Chennai and shall be in English language. The Parties agree that the Arbitration Award so passed by the Presiding Arbitrator shall be final and binding on both the Parties.

58. CORRESPONDENCE:

The ALLOTTEE/PURCHASER agrees that any correspondence sent by Registered Post/Courier/Email 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 on expiry of 3 days from the date of such dispatch as the case may be.

59.TWO ORIGINALS:

This Construction 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

[After ear marking OSR area]

All that piece and parcel of Vacant land situated at Old Mahabalipuram Road, Thoraipakkam, Chennai-600 097, comprised in the following Survey Nos.:

SI.No.	Old Survey Number	New Survey Number	Extent in Acre
1.	67/1/2A	67/2	0.35.84
2.	69/1B/2B and 69/3	69/2A2	0.31.34
3.	67/2B & 67/1-2A	67/3	0.36.00
4.	69/3 and 69/1B2B	69/2A3	0.34.00
5.	67/1A-2A	67/1A then 67/1A1	1.24.60
6.	57/3A	57/3A1	0.11
		57/3A2	0.07.5
7.	57/3B	57/3B1	0.11
		57/3B2	0.05
8.	57/3C	57/3C	0.16.00
9.	57/4B	57/4B2	0.13.50
10.	50	50	0.20.00
11.	57/2C [part]	57/2C2	0.05.00
	Total		3.50.78

in Okkiam Thoraipakkam Village, Sholinganallur Taluk, Kancheepuram District, [formerly Tambaram Taluk], measuring an extent of 3 Acres and 50.78 cents or thereabouts, and the said land bounded on the -

North by : Land comprised in Survey Nos. 57/4B1, 50 [part], 57/4A2 and 63 [part] and OSR area

South by : Post Office Road in Survey No.69/4 and land comprised in Survey Nos.68 [part], 57/1C1, 57/1C2, 57/2A1, 57/2A2, 57/2B, 57/2C1, 57/4A1 and 67/4

East by : Old Mahabalipuram Road and land comprised in Survey
Nos.66 [part] and 67/4 and OSR Land

West by : Land comprised in Survey Nos.58 [part], 50 [part], 57/4C,
57/4B1, 57/4A1, 57/4A2, 57/2C1 and 57/1C2

situated within the Registration District of South-Chennai and Sub-Registration
District of Neelankarai.

SCHEDULE - B PROPERTY

(Extent of land proposed to be conveyed to the ALLOTTEE/PURCHASER)

_____ **Sq.ft.** [____ Sq. Mts.] of undivided share and interest in the above
mentioned Schedule A Vacant land.

SCHEDULE C PROPERTY

[Description of the Apartment/s to be constructed for the ALLOTTEE/PURCHASER].

Residential Apartment space measuring _____ **Sq.ft.** [____ Sq. Mts.] or
thereabouts of super built up area, [inclusive of common area] bearing Apartment
No. _____, in the _____ **FLOOR, BLOCK** - __, of the storeyed
building called "**TANGO**", delineated and coloured "ORANGE" in the plan annexed
herewith, together with One Covered Car Park in Stilt Floor, delineated and coloured
"GREEN" in the 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 MEMORANDUM OF 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

ANNEXURE - II

SPECIFICATIONS FOR THE RESIDENTIAL PROJECT "TANGO"

I. STRUCTURE:

1. RCC framed structure.
2. Infill Panel walls with AAC lightweight blocks and plastering.

II. JOINERIES:

- | | | |
|------------------|---|---------------------------------------------------------------------------------|
| 1. Main Door | - | African Teak wood/equivalent frame with ornamental Solid door |
| 2. Bedroom Doors | - | Malaysian Salwood/equivalent frame with ornamental flush doors. |
| 3. Toilet Doors | - | Malaysian Salwood/equivalent Frame with water proof plastic coated Flush Doors. |
| 4. Balcony Doors | - | UPVC doors. |
| 5. Windows | - | UPVC windows |
| 6. Ventilators | - | UPVC |
| 7. Grills | - | MS grills |

III. FLOORING:

- | | | |
|----------------------|---|---------------------------|
| 1. Living, Dining | - | Vitrified Tiles |
| 2. Kitchen | - | Anti skid Porcelain tiles |
| 3. Master Bedrooms | - | Wooden Flooring |
| 4. Other Bedrooms | - | Vitrified Tiles |
| 5. Balcony & Service | - | Anti Skid Tiles |
| a. Toilet Floor | - | Anti Skid Tiles |
| b. Toilet Dado | - | Glazed Tiles |
| 6. Common Area | - | Vitrified tiles |
| 5. Staircase | - | Kota / Granite flooring |
| 6. Car Park | - | Grano Flooring. |

IV. STAIRCASE RAILING:

1. Railing – MS railing as per Architect details.

V. COUNTER TOP:

1. No kitchen platform.
2. Stainless steel Sink with single drain board and waste coupling.

VI. PLUMBING AND SANITARY:

1. CPVC pipeline in bathrooms.
2. CPVC for hot water lines.
3. Separate motors for sump and bore wells.
4. Florentine/ equivalent CP fixtures
5. Roca/equivalent white sanitary fixtures.

VII. ELECTRICAL:

1. Concealed Wiring - Legrand / Finolex or equivalent
2. Switches - Anchor Roma or equivalent modular switches
3. Adequate light, fan and power points.

VIII. LIFT:

One stretcher lift and one passenger lift of adequate Capacity in each tower.

IX. PAINTING:

1. Internal Ceiling - Acrylic putty with primer and emulsion
2. Internal Walls - Acrylic putty with primer and emulsion
3. Basement/Stilt floor - Oil bound distemper (OBD)
4. External walls - External Putty with semi acrylic exterior emulsion with primer
5. Joineries - Enamel Paint for all doors other than main door
6. Grills - Zinc chromite anti – corrosive primer with enamel paint.

X. EXTERNAL

1. Paving blocks around the building
2. Compound Wall in outer periphery with gates
3. Landscaping as per architect details

XI. GENERAL

1. Anti – termite treatment.
2. Generator power back-up – 1 kw for all homes and 100% back up for common areas.

XII.COMMON AMENITIES

A) AMENITIES & EQUIPMENTS IN CLUB HOUSE

- Swimming Pool
- Kids pool
- Change room with locker facility
- Indoor games
- A V room
- Gymnasium & Fitness Centre
- Ladies & Gents Health Club
- Library
- Multipurpose hall
- Conference room
- Crèche
- Sauna, Steam & SPA
- Squash Court
- Channel music in club and amenities area

B) OTHER COMMON AMENITIES

- Beautifully landscaped garden
- Basket ball court
- Multi-purpose court
- Rubberized walker's / jogging track
- Children's play area with play equipment
- Car wash facility
- Generator back up
- WTP – Water treatment plant
- STP – Sewage treatment plant
- Video door phone
- Access Control
- Garbage Chute
- Piped Gas
- Security Cabin & CCTV
- Separate rest room / change room for staff and drivers
- Association Room
- Water body & Fountains
- Sculptures
- Visitors Car park

Disabled/ Elder Friendly features:

- Ramp reach lobby area
- Railing in common areas
- Signages