

**COMPOSITE AGREEMENT FOR SALE OF UNDIVIDED SHARE OF
LAND AND CONSTRUCTION**

This Agreement for Sale of Undivided share of land and Construction ("AGREEMENT") entered into at Chennai on this ____ day of April, 2026.

BY

1. **M/s. Golden Planet Senior Heritage Homes Pvt Limited** (CIN No: U41000TN2023PTC165149) (PAN: AAKCG8410B), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 'Ananda Nilayam', No. 31/10, Arya Gowda Road, West Mambalam, Chennai- 600033, represented by its authorized signatory, Mr. Natarajan Hariharan, S/o. Natarajan, aged about 53 years, (Aadhar No. 893937683730) authorized vide board resolution dated _____.
2. **Mrs. USHA C SEKARAN**, (Aadhaar Id No. 9461 5641 5888 & PAN No. AATPU8391F), W/o. A. Chandrasekaran, aged about 62 years, residing at Flat No.1A, Rajkumar Regency Apartment, Plot No.6 & 7, Sankaran Avenue, Somasundaram Street, Velachery 100 Feet Bypass Road, Chennai – 600042;
3. **Mrs. ANUSHAA N HARIHARAN**, (Aadhaar Id No. 5432 6327 8480 & PAN No. AGRPA5809N), W/o. N. Hariharan, aged about 46 years, residing at Old No.11, New No.4, Jeevanandam Street, Lakshmipuram, Thiruvannamiyur, Chennai – 600041, and;
4. **Mr. S. LAKSHMINARASIMHAN**, (Aadhaar Id No. 9167 8744 4996 & PAN No. AABPL3904D), S/o. Srinivasan, aged about 59 years, residing at Old No.45, New No.60, Murthy Street, West Mambalam, Chennai-600033

2, 3 and 4 are represented through their Power of Attorney holder M/s. Golden Planet Senior Heritage Homes Pvt Limited (CIN No: U41000TN2023PTC165149) (PAN: AAKCG8410B), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 'Ananda Nilayam', No. 31/10, Arya Gowda Road, West Mambalam, Chennai- 600033, represented by its authorized signatory, Mr. Natarajan Hariharan, S/o. Natarajan, aged about 53 years, (Aadhar No. 893937683730) authorized vide board resolution dated 29.04.2024 appointed by way of General Power of Attorney dated 12.02.2025 Doc No.880/2025 at SRO, Thirukazhukundram hereinafter referred to as the "VENDORS" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees); Vendors

AND

For GOLDEN PLANET SENIOR HERITAGE HOMES
PRIVATE LIMITED

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_____ (Aadhaar No.: _____) S/o _____, aged about ____ years residing at _____, hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

The Vendors and the Purchaser shall hereinafter be either collectively referred to as "Parties" and/or individually as "Party".

WHEREAS, the VENDORS are the absolute owner of a larger extent of Acre 11.38 Cents or equivalent to 46053.22 Sq.mtr., of vacant land, situated at No.56 Melakuppam Village, within the limits of Kadambadi Panchayat, Thirukazhukundram Taluk, Chengalpattu District – 603104, comprised in the following survey numbers and extents, which were purchased by the VENDORS by virtue of the registered sale deeds detailed hereunder:

- a. Land comprised in Survey No.35/5A, measuring an extent of Acre 3.84 Cents, purchased under the Sale Deed dated 20.06.2024, registered as Document No. 4738 of 2024 on the file of the Sub-Registrar, Thirukazhukundram;
- b. Land comprised in Survey No.34/4C1, measuring an extent of Acre 0.36 Cents, and Survey No.34/5A, measuring an extent of Acre 3.19 Cents, purchased under the Sale Deed dated 23.07.2024, registered as Document No. 5880 of 2024 on the file of the Sub-Registrar, Thirukazhukundram; and
- c. Land comprised in Survey No.34/4C2, measuring an extent of Acre 0.04 Cents, and Survey No. 34/5B, measuring an extent of Acre 3.75 Cents, purchased under the Sale Deed dated 04.09.2024, registered as Document No. 6935 of 2024 on the file of the Sub-Registrar, Thirukazhukundram;

AND WHEREAS, out of the aforesaid larger extent, the VENDORS had sold certain portions of the land along with other survey number and extent, by virtue of a Sale Deed dated 03.12.2024, registered as Document No. 9263 of 2024 on the file of the Sub-Registrar, Thirukazhukundram. Consequently, the VENDORS now retains and holds the balance extent of Acre 9.44 Cents out of the said larger extent in the aforesaid survey numbers.

The VENDORS is in absolute possession and enjoyment of the above said retained property, and the revenue records have been duly mutated in their favour vide Patta No's. 681 & 677. The VENDORS has been regularly paying all applicable property and revenue taxes in respect of the said property. No other person has any claim, title, right or interest over the said property.

AND WHEREAS, the VENDORS are in the process of developing the said retained lands comprised in Survey Nos. 34/4C1A (Acre 0.24 Cents), 34/4C2 (Acre 0.04 Cents), 34/5A1 (Acre 2.98 Cents), 34/5B (Acre 3.75 Cents), and 35/5A1 (Acre 2.43 Cents), altogether

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measuring Acre 9.44 Cents and along with an additional extent of Acre 1.94 Cents in Survey No.35/5B1, belonging to VENDORS No: 2,3 and 4 who have executed a Power of Attorney in favour of the **M/s. Golden Planet Senior Heritage Homes Pvt Limited**, to promote and develop their lands jointly along with the VENDORS's property. Thus, forming a total extent of Acre 11.38 Cents proposed for development. Hereinafter referred to as **SCHEDULE A PROPERTY**.

AND WHEREAS, the VENDORS are developing the aforesaid lands measuring an extent of Acres 11.38 Cents or equivalent to 46,053 Sq.mtr., and has applied for Planning Permission Approval for the proposed Group Development Residential Building. Pursuant to the said application, the Assistant Director, Directorate of Town and Country Planning (DTCP), Chengalpattu, vide letter dated 23.10.2025, directed the VENDORS to execute and register a Gift Deed in respect of the Open Space Reservation (OSR) lands, namely OSR Area 1 (Park Area) and OSR Area 2 (Park Area), earmarked for park and an extent of 1.14 Acres has been conveyed to the local body by way of gift deed dated 15.11.2025 registered as Doc.No: 8527/2025 at SRO, Thirukazhukundram. Hereinafter referred to as **SCHEDULE B PROPERTY**.

AND WHEREAS after gifting the OSR area to the local body as aforesaid, the VENDORS intend to develop the property comprised in Survey Nos. 34/4C1A (Acre 0.05 Cents), 34/5A1 (Acre 2.38 Cents), 34/5B (Acre 3.44 Cents), and 35/5A1 (Acre 2.42 Cents) belonging to VENDORS No.1 and Survey No. 35/5B1 measuring (Acre 1.94 Cents) belonging to VENDORS Nos. 2,3 and 4 altogether measuring Acre 10.24 Cents. Hereinafter referred to as **SCHEDULE C PROPERTY**.

The VENDORS herein with an intention to develop the Schedule A Property into Residential Flats comprising of **"RISHI - PHASE I"** Group Development - Residential Building, at Chengalpattu District – Thirukazhukundram Taluk and Panchayat Union, Kadambadi Panchayat – Melakuppam Village – SF.Nos. 34/4C1A, 34/4C2, 34/5A1, 34/5B, 35/5A1 & 35/5B1 – Site area of 46053.23 Sq.m. – FSI area of 11756.23 sq.m – 7 Blocks and approved as per Planning Permit No. SWP/GROUP DEVELOPMENT RESIDENTIAL BUILDING/A.D./D.T.C.P(CD3) No.123/2025 dated 03.12.2025 issued by Assistant Director, District Town and Country Planning Office, Chengalpattu District and Building permit No. SWP/B.P/DTCP No.521/2025 dated 20.01.2026 issued by Executive Officer, Kadambadi Village Panchayat, 224350, Thirukazhukundram Block Panchayat, Chengalpattu District.

AND WHEREAS the VENDORS, who is the Promoter of the proposed Residential Project has registered the said project in the name and style of **"RISHI - PHASE I"** with Real Estate Regulatory Authority at Chennai on _____ under registration No. _____.

WHEREAS the PURCHASERS proposed to purchase the residential flat/ Villa/ Villament and the VENDORS have offered to sell _____ Sq.ft., of UDS out of Schedule C Property, together with residential Flat/ Villa/ Villament in _____ Floor, Unit No. _____, having a Super built up area of _____ Sq.ft., including common area, Covered Car Parking allotment No: _____.

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morefully described in the Schedule "D" hereunder, after obtaining no objection from Hinduja Leyland Finance Limited, being the charge holder over the Schedule A Property by way of Deposit of Title deeds dated 02.02.2026 vide Doc. No:654/2026 at SRO, Thirukazhukundram, for a total Sale Consideration of Rs. _____ exclusive of Goods and Service Tax [GST] payable by the PURCHASERS to the VENDORS at applicable rates from time to time, subject to the terms and conditions herein contained and the PURCHASERS herein have agreed to the same.

- A. Thus, the Vendors have been in absolute ownership and enjoyment of the Schedule C Property with absolute rights without any let or hindrances whatsoever.
- B. The Vendors have formulated a scheme for developing the Schedule C Property. The Schedule C Property is earmarked for the purpose of building a project comprising of **"RISHI - PHASE I"** with amenities and facilities ("Project").
- C. The Vendors have obtained requisite sanctions, autorizations, consents, no objections, permissions and approvals from the appropriate authorities for construction and development of the Project vide Planning Permit No. No. SWP/GROUP DEVELOPMENT RESIDENTIAL BUILDING/A.D./D.T.C.P(CD3) No.123/2025 dated 03.12.2025 issued by Assistant Director, District Town and Country Planning Office, Chengalpattu District and Building permit No. SWP/B.P/DTCP No.521/2025 dated 20.01.2026 issued by Executive Officer, Kadambadi Village Panchayat, 224350, Thirukazhukundram Block Panchayat, Chengalpattu District;
- D. The Vendors have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ on _____ under registration no _____ and the Project is named as **"RISHI - PHASE I"**.
- E. The Purchaser has already scrutinized/verified all sanction, autorizations, consents, no objection, permissions and approvals issued by the appropriate authorities and is satisfied with the title and statutory compliance with regards to the Project;
- F. The Purchaser desirous of owning a residential flat/ Villa/ Villament together with proportionate undivided share of the land in the Project, has agreed to enter into a Composite Agreement for Sale with the Vendors, as per the scheme formulated by the Vendors,
- G. The Purchaser has now applied for Schedule D Property vide application no. _____ dated _____ to the Vendors and the Vendors has agreed to construct and allot apartment no. _____ having carpet area of _____ square feet, type _____, on _____ floor in Block _____ along with _____ reserved car parking No. _____ and proportionate share in the common areas together with proportionate undivided share of the land in Schedule C hereunder, morefully described in Schedule D hereunder ("Schedule D Property") to the Purchaser.

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- H. The Purchaser have proposed to purchase the ongoing construction flat as detailed above and the Vendors have offered to sell ____ Sq.ft., of UDS out of ____ sq.ft. together with residential Flat/ Villa/ Villament in ____ Floor, Flat No. ____, having a Super built up area of ____ Sq.ft., including common area, One covered car park in stilt level in the building known as “**RISHI - PHASE I**” morefully described in the **Schedule “D”** hereunder to the Purchaser, free of all encumbrances and claims, for a total Sale Consideration of Rs. ____/- (**Rupees ____ Only**) exclusive of Goods and Service Tax [GST] payable by the Purchaser to the Vendors at applicable rates from time to time at every stage of construction, subject to the terms and conditions herein contained and the Purchaser herein have agreed to the same.
- I. The Vendors are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Vendors regarding the Schedule Mentioned Property on which Project is to be constructed have been completed;
- J. The Parties have decided to reduce the terms and conditions mutually agreed upon into writing through these presents.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

The Vendors and the Purchaser mutually agree and covenant as follows:

1. AGREEMENT & ALLOTMENT:

- a) The Vendors agree to transfer and convey the Schedule D Property hereunder in favour of the Purchaser for a sum of Rs. ____ ('Consideration') to be paid by the Purchaser as per the schedule of payment mentioned in Schedule E hereunder.
- b) The Vendors doth hereby covenant with the Purchaser that the property agreed to be conveyed and transferred by the Vendors to the Purchaser is free from all encumbrances and defects in title and that the Vendors have full and absolute power to convey and transfer the Schedule D property.
- c) The Purchaser agrees that the timely payment of instalments as per the payment schedule in the agreement executed under the scheme of development shall be condition precedent for purchase of the Schedule D Property.
- d) The Purchaser without the prior written consent of Vendors shall not have the right in any way to assign or transfer the interest under this Agreement at any time before registration of sale deed for the Schedule D Property.

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- e) That the Vendors hereby further covenant with the Purchaser that subject to the Charge already created, the Vendors shall not encumber, create a charge over or otherwise deal with the property described in the Schedule D hereunder or any part thereof in a manner contrary to the terms of this Agreement. The Vendors hereto shall not enter into any agreement in respect of the property described in Schedule D hereunder with any other person/s during the subsistence of this agreement.
- f) That all payments to be paid under this Agreement by the Purchaser to the Vendors, apart from the loan amount, shall be paid directly by the Purchaser to the Vendors. Any loan amounts availed by the Purchaser, shall be directly disbursed/released by the bank/financial institution to the Vendors and the same shall be treated as payments made on behalf of the Purchaser. Notwithstanding whether the loan is obtained or not, the Purchaser shall be liable to pay to the Vendors on the due dates the relevant instalments and all other sums due under this Agreement and in the event, if there is any delay and or default is made in payment of such amounts, the Purchaser shall be liable for the consequences including payment of delayed payment charges on the outstanding payment as provided in this agreement. Further the Vendors is not obligated to organise loan for Purchaser to enable him purchase the Schedule D property and any co-ordination with the bank by the Vendors or its executives on behalf of the Purchaser shall not be construed as obligation or responsibility on part of the Vendors.
- g) The Parties hereto agree and confirm that the execution and registration of the Sale Deed envisaged for conveyance of the Schedule D property to the Purchaser shall be completed only on receipt of all monies due from the Purchaser to the Vendors under this Agreement as well as other agreements including Goods and Service Tax due and payable by the Purchaser to the Vendors as per the terms of the Agreement, if any, executed between the Parties under the scheme of development.
- h) Provided always it is hereby expressly agreed to by and between the Parties hereto that all agreements entered into between the Parties pursuant to the scheme of development are separate and distinct but default in one shall be construed as default in the other and the rights and obligations of the Parties shall be determined accordingly. Further the Parties agree and confirm that this agreement shall stand automatically terminated in the event of termination of any one of the agreements entered into between the Parties under the scheme of development.
- i) The Vendors hereby agrees to construct, allot and deliver the Schedule D Property, as per the specification mentioned in the Annexure hereunder, to the Purchaser at the cost of the Purchaser.

2. TOTAL PRICE AND OTHER RELATED PAYMENTS:

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- a) The Total Price for the sale of the Schedule D Property is Rs._____. The Total Price includes the following:
 - b) The Total Price above includes the booking amount paid by the Purchaser to the Vendors towards the Schedule D Property;
 - c) The Total Price above excludes the Goods and Service Tax due and payable by the Purchaser to the Vendors at every stage of construction as per the payment schedule agreed between the parties in this Agreement.
 - d) The Total Price above includes Taxes (consisting of tax paid or payable by the Vendors by way of Value Added Tax, Goods and Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Vendors and sale of Schedule D Property) up to the date of handing over the possession of the Schedule D Property.
 - e) Provided that in case there is any change / modification in the existing taxes and any other new Taxes, the subsequent amount payable by the Purchaser to the Vendors shall be increased/reduced based on such change/modification.
 - f) The Vendors shall periodically intimate to the Purchaser, the amount payable as stated in Clause (1) above and the Purchaser shall make payment within_____days from the date of such written intimation.
 - g) The Total Price is escalation-free, save and except increases, which the Purchaser hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges, which may be levied or imposed by the competent authority from time to time.
 - h) The Vendors undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Vendors shall quote the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser.
 - i) The Purchaser shall make the payment as per the payment plan set out in Schedule E ("Payment Plan"). The Purchaser authorizes the Vendors to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Vendors may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendors to adjust this payment in any manner.
 - j) In case maintenance of the project is done by the Vendors after hand over, Vendors shall be entitled to collect advance maintenance charges as mutually agreed with the Purchaser/s

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- k) A sum of Rs. _____ towards corpus fund, to be utilized for major expenditure in maintenance of the building and other infrastructural facilities and amenities in the Project shall be paid at the time of handing over possession of the Schedule D Property. The Vendors shall transfer this amount after deducting any expenses incurred, for the purpose of maintenance of the buildings; without interest to the agency to be appointed by them or the Association/Society to be formed by the Purchaser.

3. MODE OF PAYMENT:

- a) The Purchaser has paid a sum of Rs. _____, to the Vendors vide Cheque No. _____ dated _____ drawn on _____ Bank, _____ Branch Chennai, as booking amount at the time of allotment.
- b) The Purchaser shall pay the balance consideration amount as per the schedule of payments detailed in the Schedule E hereunder,
- c) The Purchaser hereby undertake/s and assure/s that based on the stage intimation letters issued/to be issued by the Vendors to the Purchaser, the above payments shall made by the Purchaser within the due date and without any further demand, as time for payment of the above said sums being the essence of the contract and the Purchaser is fully informed by the Vendors that any default in payment of the above said amount would affect the completion of the Project;
- d) All payment shall be made by Cheques or Demand Drafts or through RTGS. The date of Credit of the amount into the account of the Vendors will be considered as the date of payment made by the Purchaser and the delayed payment charges will become payable from the due date;
- e) The Purchaser shall not delay, withhold or postpone the payments due as mentioned in Schedule E, on whatever reason and in that event, Purchaser shall be responsible for any consequential sufferance or damages.
- f) The Purchaser, if resident outside India, shall be solely responsible for complying with necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder of any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition /sale/transfer of immovable properties in India etc. and provide the Vendors with such permission, approvals which would enable the Vendors to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law.

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

4. PERIOD OF COMPLETION AND HANDING OVER OF POSSESSION

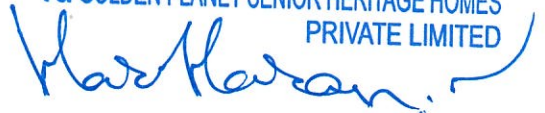
- a) The Vendors shall endeavor to complete the construction of residential flat/ Villa/ Villament within 24 months with grace period of 6 months from the date of this Agreement. The Vendors agree and understand that timely delivery of possession of the Schedule D Property is the essence of the Agreement. The Vendors, based on the approved plans and specifications, assures to hand over possession of the Apartment as committed, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic, lock down, quarantine or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to Force Majeure conditions then the Purchaser agrees that the Vendors shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure condition is not of a nature, which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that, in the event it becomes impossible for the Vendors to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendors shall refund to the Purchaser the entire amount received by the Vendors from the allotment within ____ days from that date of determination of impossibility of performance. After refund of the money paid by the Purchaser, Purchaser agrees that he/she shall not have any rights, claims etc. against the Vendors and that the Vendors shall be released and discharged from all its obligations and liabilities under this Agreement.
- b) The Vendors, upon completion of construction of the Apartment shall intimate to the Purchaser of the same at the last known address of the Purchaser by letter and the Purchaser shall take possession of the Schedule D Property within ____ days of receipt of such intimation. The Vendors shall not be liable in any manner whatsoever, for failure of the Purchaser to take over possession of the Schedule D Property.

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Varun Haran
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- c) Upon receiving a written intimation from the Vendors as per Clause 4 (b), the Purchaser shall take possession of the Schedule D Property from the Vendors by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendors shall give possession of the Schedule D Property to the Purchaser. In case the Purchaser fails to take possession within the time provided in Clause 4(b), such Purchaser shall continue to be liable to pay maintenance charges as applicable.
- d) The Vendors shall hand over possession of the Schedule D Property to the Purchaser as committed subject to receipt of the entire consideration including the other payments as per Schedule E. It is made abundantly clear that the obligation of the Vendors to handover the Schedule D Property to the Purchaser does not arise until the Vendors receives the entire payment/s as mentioned in Schedule E.
- e) The Purchaser shall not do or permit any agent/workers to carry out any work in the Schedule D Property, until possession is handed over to the Purchaser.

5. BREACH OF TERMS AND ITS REMEDY:

- a) Purchaser's Covenant:
 - i. In the event of the Purchaser failing to pay the aforesaid sums, in the manner provided in Schedule E or cancel/withdraw from the Project except for the default of the Vendors, then the Vendors at their discretion after due notice of _____ days to the Purchaser is entitled to cancel this Agreement and re-allot the Schedule D Property, to the another party and the Purchaser shall thereafter have no right, interest or claim over the Schedule D Property. Consequent to such termination, subject to deduction of the booking amount, the Vendors shall refund the monies collected from the Purchaser within _____ days of such cancellation without interest, simultaneous to the Purchaser executing necessary cancellation and registration of the Agreement and/or sale deed by the Purchaser.
 - ii. The Purchaser hereby agrees that the assignment of the Purchaser's right under this agreement to any third party is subject to the prior written permission of the Vendors and further agrees to pay to the Vendors an Assignment fee of _____ % of Total Price ('Assignment Fee').
 - iii. The Parties hereby confirm that this Agreement and the Agreement for Sale of even date entered into by the Purchaser shall co-exist or co-terminate.
 - iv. It is specifically agreed by the Purchaser that the Purchaser shall bear all statutory charges from the date of intimating the readiness of the Schedule D Property for handover by the Vendors.

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(b) VENDORS'S COVENANT:

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

- i. Vendors fail to provide ready to move in possession of the Schedule D Property to the Purchaser within the time period specified.
- ii. Discontinuance of the Vendor's business as a developer on account of suspension or revocation of his registration under the provisions of the Real Estate Regulatory Authority Act or the rules or regulations made there under;
- iii. In case of Default by Vendors under the conditions listed above, Purchaser is entitled to the following:

- I. The Purchaser shall have the option of terminating the Agreement in which case the Vendors shall be liable to refund the entire money paid by the Purchaser under any head whatsoever towards the purchase of the Schedule D Property, along with interest at the rate specified in the Rules within (-) of receiving the termination notice, simultaneous to the execution of cancellation agreement and registration thereof, if required.

Provided that where the Purchaser does not intend to withdraw from the project or terminate the Agreement, he/she shall be paid, by the Vendors, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Schedule D Property.

6. The Purchaser agrees that the Vendors have reserved an area in the overall development as "Future Development" and the Vendors reserves its right to alter the Plans, Designs, Specifications, Super Built Up Areas, etc., for the said Future Development and further Plans, Designs, Specifications of the said Future Development areas are subject to alterations, modifications as the Vendors may consider necessary or as directed by the Competent Authority or Architect. The Purchaser therefore agrees and confirms that he/she has/shall have no objection in the event the Vendors intends to increase the proposed number of floors in one or more building(s) in the Future Development area and increase or reduce the area of any individual unit, and that the Vendors is fully entitled to do so after seeking the necessary approvals and permissions for the same from the Competent Authority.
7. MAINTENANCE OF COMMON AREAS AND AMENITIES IN THE PROJECT:
 - a) The Vendors shall provide essential maintenance services to common areas /amenities / facilities from the date of completion of the Project at reasonable cost, by themselves or through any other agency appointed by the Vendors.
 - b) The Parties may mutually agree to execute an independent maintenance agreement at the time of handover of the Apartment with the Vendors of the nominated maintenance agency. The rights, duties and obligation of maintenance of the Common Areas and amenities provided in the Project may be captured in the said

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- maintenance agreement (Maintenance Agreement). The Vendors shall deduct the monthly maintenance charges from the Maintenance Advance, if any collected.
- c) Any capital expenditure for providing additional amenities shall be met out by the Vendors from and out of the Corpus Fund with the consent of the association of Purchasers.
 - d) The capital expenditure spent of the Corpus Fund shall be replenished by raising pro-rate demand and collection from each Purchaser, if the Purchaser defaults in making the Proportionate Corpus Fund the Vendors shall be entitled to collect the prescribed interest for the due payments.
 - e) The Purchaser along with the other Purchasers of the Project shall ensure that the owners welfare association is formed as per the provisions of the Tamil Nadu Apartment Ownership Act, 2022 (Owners Association"). The Vendors shall render its co-operation and facilitate the formation of the Owners Association.
 - f) The Vendors shall render proper accounts to the Owners Association at the time of handover of the maintenance with respect to the spending from Advance Maintenance charges and Corpus Fund collected.
 - g) Subsequent to the taking over of maintenance by the Owners Association, the Purchaser shall continue to pay the all costs, charges, expenses, relating to the management, maintenance and upkeep of common areas and common facilities /amenities including but not limited to Sewage Treatment Plant/Effluent Treatment Plant, Water Treatment Plant, RO Plants, Lifts, Motors, pumps, bio metric systems, dish antennas, network cablings etc., etc., within the Project on pro-rata basis or in another manner as deem fit by the Association. The Vendors shall not be liable for any shortcoming or deficiency thereof, in any manner whatsoever.
 - h) It is specifically agreed by the Purchaser that the Purchaser shall pay their pro-rata maintenance charges for the common areas, common amenities/facilities in the Project in time and without any delay and in the event of the Purchaser's inability to pay the maintenance charges or any default or delay in payment of maintenance charges and deposits if any, the Purchaser may be deprived of his/her/its/their rights to enjoy the common facilities and amenities. In addition to that, such defaults will be displayed in the notice board within the Project.
8. SANCTIONS AND APPROVALS:
- a) The statutory approvals, including State and Central Government approvals/permissions including amendments / modifications / alterations, its departments, local bodies, authorities, Chennai Metropolitan Development

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Authority, Tamil Nadu Electricity Board, Corporation of Chennai and all other concerned authorities, may mandate the Vendors to handover certain percentage of land to the statutory authorities concerned, as a condition for granting approval. The Vendors shall have absolute discretion to determine and identify the portion of the land to be handed over for complying with the terms and conditions of statutory approvals.

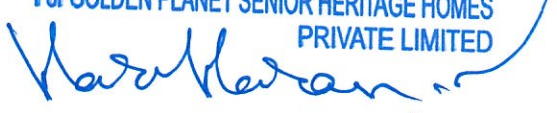
- b) The Vendors hereby covenants that the Project shall be constructed as per the approved building plan.
- c) The Purchaser is aware that the present plans sanctioned by the competent authority is valid for specific term, the Vendors shall be responsible to get the approvals duly renewed, the Purchaser hereby give their specific consent and empower the Vendors to file necessary renewal application with the appropriate authority and to comply with any statutory requirement for such renewal.

9. DEFECTS LIABILITY:

The Vendors shall rectify any structural defects with respect to the Apartment (normal wear and tear is exempted), which shall not be as the result of any commission or omission of the Purchaser, any damages caused due to the acts of god or natural calamities or fire accidents, any wilful or accidental damages caused, any damages caused due to tampering by the Purchaser, any product that has been installed by the Vendors brought to the notice of the Vendors within 5 years from the date of intimating the readiness to handover of the Apartment and thereafter no claim shall be entertained against the Vendors in respect of any alleged defective work in the Apartment and/or Project under any circumstances. The above liability of the Vendors shall be restricted only to rectify/repair the above defects and any consequential damages will not be covered under this Agreement. Structural defects shall not include plastering hairline crack, air crack. Third party warranty on products shall be governed by the terms and conditions provided by the manufacturer of the respective products.

10. LOANS AND FINANCIAL ASSISTANCES:

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

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all/last payment including cost of construction and extra amenities are paid/settled by the Purchaser to the Vendors.

- b) All the payments to be paid under Agreement by the Purchaser to the Vendors, apart from the loan amount, shall be paid directly by the Purchaser to the Vendors;
- c) All the loan amount/s, availed by the Purchaser, shall be directly disbursed/released by the bank/financial institution to the Vendors and the same shall be treated as payments made on behalf of the Purchaser;
- d) Notwithstanding whether the loan is obtained or not, the Purchaser shall still be liable to pay to the Vendors on the due dates the relevant instalments and all other sums due under this Agreement and in the event, if there is any delay and or default is made in payment of such amount/s, the Purchaser shall be liable for the consequences including payment of delayed payment charges on the outstanding payment as provided in this agreement.

11. RIGHTS AND DUTIES OF THE PURCHASER:

- a) While the Purchaser would have absolute and exclusive ownership / possession / enjoyment of the Apartment, after handing over, the Purchaser's right, title and interest in the common areas shall be enjoyed in concurrence with other owners / residents of other apartments in the Project, Who would be equally entitled to the common amenities / facilities / easements available in the Project, all costs of repairs / maintenance of which common enjoyments shall be shared by all the owners, including the Purchaser as per the articles / regulations / bye-laws of the Association to be formed by all the apartment owners in the Project,
- b) It is abundantly made clear that all the service lines, ducts, watercourses and other facilities passing through the said land shall be treated as common to all the owners, which shall be maintained by the Association. The owners of the apartments shall not object to the common services passing through their respective apartments and allow the service persons to do the maintenance services in the areas through which the services are passing through;
- c) The Purchaser shall adhere to the maintenance and usage guidelines provided by the Association to maintain harmonious community living and ensure that rights and enjoyment of other apartment owners are not affected;
- d) The Purchaser covenants not to make any alteration in the structure of the Apartment, which may affect directly or indirectly, the structural safety & stability and the aesthetic elevation of the building complex;

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- e) The Purchaser or their tenants (Occupants) and/or Association shall not, at any time, encroach and carry on in the common areas or within the Schedule C Property, any commercial trade or business or use it for storage of anything which is offensive in nature, hazardous or inflammable or is likely to be a nuisance or danger or diminish the value or the utility of the other portions of the building in the Project in occupation of the owners of other apartments or their successors in title and further shall not do or commit any activity which is unlawful and anti-social;
- f) The Purchaser shall either in his/her/its/their individual capacity or as a member of the Association/ Society, after its formations, come to an understanding with the other owners of the apartment shall operate and maintain all the essential amenities like STP, RO, Genset, firefighting equipment, elevator, piped gas, Rain water harvesting etc either individually or through the Association whenever required and in good running condition. It is the responsibility of the Allottee and or the Association to ensure proper assistance to the government officials concerned during periodical inspection.
- g) The Purchaser shall not either in his/her/its/their individual capacity or as a member of the Association, after its formation, come to an understanding with the other owners of the apartment to utilize the common areas for commercial purposes or for earning income from outsiders;
- h) The Purchaser agrees to sign from time to time all papers and documents and to do all things as the Promoter may require, for the effective completion of the construction and in matters connected with obtaining, erecting and providing the infrastructural facilities like water, sewerage, electricity, etc;
- i) The Purchaser shall not encroach upon the common areas;
- j) The Purchaser shall not decorate the exterior of the proposed buildings in the Project otherwise than in a manner agreed to by the majority of the apartment owners with the prior permission of the Association;
- k) The Allottee shall not put up any temporary or permanent structure anywhere in the Project nor change the elevation of the proposed buildings;
- l) The Allottee shall not make any alterations in the structural features of the proposed building like R. C. C Flooring, Roofing, Columns and external walls during/after completion, including the parking space allotted;
- m) The Allottee shall use the apartment only for residential purposes and not to use any other purposes and for business prohibited by law;


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- n) The Purchaser shall not cause any nuisance to the other occupants of proposed apartment in the Project;
- o) The Purchaser shall have no right to hinder the progress of construction of the residential apartment buildings in the Project or any part thereof under any circumstances whatsoever and at whatever stage of construction;
- p) The Purchaser shall give all necessary support, assistance to the other apartment owners/ Association. The supporting common walls and the roofs and all common areas of the buildings in the Project shall be maintained and repaired in common by all the owners of the apartment in the Project;
- q) The Purchaser shall park their cars/ vehicles only at the specific car parking space allotted to the Purchaser and not at any other place around the building and shall use the Car parking space only for parking their vehicles and shall not use the parking space for other purposes including storage of materials;
- r) The Purchaser shall be liable to pay the said taxes, rates, levies, etc., from the date of registration of Sale Deed or delivery of possession of the Schedule D Property to the Purchaser, whichever is earlier.
- s) The Purchaser shall come forward for registration of this Agreement, at the request of the Vendors and all stamp duty, registration charges, legal expenses and all other miscellaneous and incidental expenses for registration of this Agreement and the sale deed in future, including additional stamp duty, if any, registration fee or any other charges that may be demanded by the appropriate authority present and future shall be borne to by the Purchaser.

12. RIGHTS AND DUTIES OF THE VENDORS:

- a) The Vendors undertakes to develop the project with good workmanship using standard materials, through its own labour, materials, tools, machineries and other equipment for the purpose of constructions, or by appointing contractors, subcontractors, engineers and supervisors at their choice and to take steps to complete the Schedule D Property within the time stipulated for completion of the same,
- b) The Vendors shall be responsible and liable to pay the land tax in respect of the Said land up to the date of execution and registration of Sale Deed in respect of Schedule D Property or delivery of possession of the Schedule D Property to the Purchaser, whichever is earlier. From the date of intimating the readiness to hand over possession, the Purchaser is solely responsible and liable for property tax and other relevant taxes/charges and duties to the respective authorities with respect to the Schedule D Property;

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

13. NAME OF THE PROJECT:

The Project to be developed by the Vendors in the Schedule C Property is named as **"RISHI - PHASE I"**, which shall not be changed / altered by the Purchaser at any point of time. The Vendors is expressly permitted to display, at all times, the name and logo of the Project along with the name of the Vendors or their group companies, upon the Project in such location and in the style and format of the Vendors' choice. The Vendors shall have exclusive proprietary and other rights, title and interest on such name.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub- station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipments etc., and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Purchasers formed by the Purchasers for rendering maintenance services.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC., BY PURCHASER

The Purchaser is entering into this agreement for the purchase of Schedule D Property with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Schedule D Property, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Schedule D Property/at his/her own cost.

17. ADDITIONAL CONSTRUCTIONS

The Vendors undertake that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authorities except as provided in the Act.

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18. APARTMENT OWNERSHIP ACT

The Vendors have assured the Purchasers that the project in its entirety is in accordance with the Provisions of the Tamil Nadu Apartment Ownership Act 2022 and Purchaser shall comply with the compliance as required under the Apartment Ownership Act.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Schedule D Property.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER /SUBSEQUENT PURCHASERS

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

22. WAIVER NOT A LIMITATION TO ENFORCE

- a) The Vendors may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser in not making payments as per the Payments Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser that exercise of discretion by the Vendors in the case of one Purchaser shall not be construed to be a precedent and/or binding on the Vendors to exercise such discretion in the case of other Purchasers.
- b) Failure on the part of the Vendors to enforce at any time or any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

23. SEVERABILITY

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

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

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

25. FURTHER ASSURANCES

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

26. PLACE OF EXECUTION

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

27. NOTICES

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

Purchaser's Address: _____

Vendors's Address: _____

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

28. JOINT PURCHASERS

That in case there are Joint Purchasers all communication shall be sent by the Vendors to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as property served on all the Purchasers.

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29. GOVERNING LAW

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

30. DISPUTE RESOLUTION

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

SCHEDULE OF THE PROPERTY

SCHEDULE- A

All that piece and parcel of land comprised in Survey No. 34/4C1A (0.24 Acres), Survey No: 34/4C2 (0.04 Acres), Survey No: 34/5A1 (2.98 Acres), Survey No: 34/5B (3.75 Acres), Survey No: 35/5A1 (2.43 Acres), Survey No: 35/5B1 (1.94 Acres), all together 11.38 Acres out of which an extent of 1.14 Acres as already been gifted towards OSR Area situated at Melakuppam Village, Thirukazhukundram Taluk, Chengalpattu District, Previous Chengai MGR District, Total Admeasuring (11.38 Acres) the land being bounded on the:

North by :

South by :

East by :

West by :

The land is situated within the Sub-Registration District of Thirukazhukundram and Registration District of Chengalpattu.

SCHEDULE- B

ITEM NO.1: OSR AREA 1 (PARK AREA):-

All that piece and parcel of vacant land measuring:

- a. an extent of **Acre 0.14 Cents or 550.88 Sq.mtr.**, from and out of the total extent of Acre 0.24 Cents or 971.25 Sq.mtr., comprised in **Survey No.34/4C1A**;
- b. an extent of **Acre 0.50 Cents or 2040.37 Sq.mtr.**, from and out of total extent of Acre 2.98 Cents or 12064.64 Sq.mtr., comprised in **Survey No.34/5A1**; and
- c. an extent of **Acre 0.0001 Cent or 0.64 Sq.mtr.**, from and out of the total extent of Acre 2.43 Cents or 9839.86 Sq.mtr., comprised in **Survey No.35/5A1**;

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situated at **No.56 Melakuppam Village**, within the limits of Kadambadi Panchayat, Thirukazhukundram Taluk, Chengalpattu district – 603104, the land being bounded on the:

North by : Existing 20 Mtr State Highway Road

South by : Remaining portion of land in Survey No.34/4C1A, 34/5A1 & 35/5A1

East by : Remaining Portion of land in Survey No.34/4C1A, 34/5A1, 35/5A1 & Land in Survey No. 34//4C1B

West by : Remaining portion of land in Survey No.34/4C1A & 34/5A1

All the above, together admeasuring a **total extent of Acre 0.64 Cents or 2591.89 Sq.mtr.**, and being land reserved and earmarked as OSR Area 1 (Park Area), situated within the Sub-Registration District of Thirukazhukundram and Registration District of Chengalpattu.

ITEM NO.2: OSR AREA 2 (PARK AREA):-

All that piece and parcel of vacant land measuring:

- an extent of **Acre 0.05 Cents or 215.45 Sq.mtr.**, from and out of the total extent of Acre 0.24 Cents or 971.25 Sq.mtr., comprised in **Survey No.34/4C1A**;
- an extent of **Acre 0.04 Cents or 167.24 Sq.mtr.**, comprised in **Survey No.34/4C2**;
- an extent of **Acre 0.10 Cents or 386.21 Sq.mtr.**, from and out of the total extent of Acre 2.98 Cents or 12064.64 Sq.mtr., comprised in **Survey No.34/5A1**; and
- an extent of **Acre 0.31 Cents or 1265.74 Sq.mtr.**, from and out of the total extent of Acre 3.75 Cents or 15175.72 Sq.mtr., comprised in **Survey No.34/5B**;

situated at **No.56 Melakuppam Village**, within the limits of Kadambadi Panchayat, Thirukazhukundram Taluk, Chengalpattu district – 603104, the land being bounded on the:

North by : Existing 20 Mtr State Highway Road

South by : Remaining portion of land in Survey No.34/5A1 & 34/5B

East by : Remaining portion of land in Survey No.34/4C1A, 34/5A1 & 34/5B

West by : Kuzhipanthandalam Village Boundary & Road

All the above, together admeasuring a **total extent of Acre 0.50 Cents or 2034.64 Sq.mtr.**, and being land reserved and earmarked as OSR Area 2 (Park Area), situated within the Sub-Registration District of Thirukazhukundram and Registration District of Chengalpattu.

Thus, the lands described above under **Item No.1 and Item No.2**, together admeasure a **total extent of Acre 1.14 Cents or 4,626.53 Sq.mtr.**, are hereby reserved and earmarked in the plan annexed hereto, for Open Space Reservation (OSR) purposes, to be utilized for park.

For **GOLDEN PLANET SENIOR HERITAGE HOMES
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SCHEDULE- C

All that piece and parcel of vacant land comprised in Survey Nos. 34/4C1A (Acre 0.05 Cents), 34/5A1 (Acre 2.38 Cents), 34/5B (Acre 3.44 Cents), and 35/5A1 (Acre 2.43 Cents) belonging to VENDORS No.1 and Survey No. 35/5B1 measuring (Acre 1.94 Cents) belonging to VENDORS Nos. 2,3 and 4 altogether measuring Acre 10.24 Cents.

the land being bounded on the:

North by :

South by :

East by :

West by :

The land situated within the Sub-Registration District of Thirukazhukundram and Registration District of Chengalpattu.

SCHEDULE - D

All that piece and parcel of the residential flat/ Villa/ Villament no. _____ having carpet area of _____ square feet, type _____, on _____ floor in Block _____ along with _____ reserved car parking No. _____ and proportionate share in the common areas together with proportionate undivided share of the land in Schedule C

PAYMENT PLAN**SCHEDULE- E**

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE SET THEIR HAND AND SIGNATURE ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN;

For GOLDEN PLANET SENIOR HERITAGE HOMES
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PURCHASER

VENDORS

Witnesses:

1.

2