CONSTRUCTION AGREEMENT.

THIS CONSTRUCTION AGREEMENT ("AGREEMENT") ENTERED INTO AT CHENNAI ON THIS THE ___ DAY OF _____ 2025 BY AND BETWEEN:

KRISHNAIAH PROJECTS PRIVATE LIMITED, [CIN :U65990TG1996PTC024377] [PAN :AAACK8655L], a limited company incorporated under the provisions of the Companies Act, 1956, having its registered office at M. No. 8-2-502/1/A, JIVI Towers, Road No.7, Banjara Hills, Hyderabad –34, the Agent is represented by its authorized signatory, _____ [PAN: _____] aged __ years S/o. Mr. _____, duly authorized in this regard vide board resolution dated _____, hereinafter referred to as the "VENDOR" (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);

AND

_____

hereinafter referred to as the "**Allottee**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees of the Other Part;

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

WHEREAS

A. B. Seenaiah & Company (Projects) Limited has purchased the following lands in all measuring 20 acres 13 cents, situated in Arasankalani Village from S. Rukmani Ammal & others under the sale deed dated 1st March 2006, registered as Doc.No.1740 of 2006, in the office of the SRO, Tambaram;

S.No.	Survey No	Extent	
		In Acre	In Cents
1	92/1	1	34
2	92/2	0	67
3	93/1	1	00
4	93/2	1	03
5	94	1	83
6	96	2	1
7	97	2	1
8	95/1	1	84
9	95/2	0	32
10	98	2	3
11	100/1	0	66
12	100/2	1	30
13	101	1	96

For Krishnaiah Projects Pvt. Ltd.,

Authorised Signatory

14	102	2	13
Total		**20**	**13**

B. Subsequently, the lands measuring 20 acres 13 cents have been provided with new survey numbers in the following manner and to that effect patta bearing No.732 has been issued by the Head Quarters Deputy Tahsildar, Sholinganallur Taluk in the name of B. Seenaiah & Company (Projects) Limited in respect of the lands measuring 20 acres 13 cents;

S.No.	Old Survey No	New Survey No.	Extent	
			In Acre	In Cents
1	92/1	92	1	34
2	92/2		0	67
3	93/1	93	1	00
4	93/2		1	03
5	94	94	1	83
6	96	96	2	1
7	97	97	2	1
8	95/1	95	1	84
9	95/2		0	32
10	98	98	2	3
11	100/1	100	0	66
12	100/2		1	30
13	101	101	1	96
14	102	102	2	13
Total			**20**	**13**

C. B. Seenaiah & Company (Projects) Limited has also purchased the land measuring 42 cents in Survey No.116/1B, situated in Arasankalani Village from B. Manimegalai under the sale deed dated 7th June 2007, registered as Doc.No.5957 of 2007, in the office of the SRO, Tambaram and has obtained patta bearing No.832 in their name in respect of this land;

D. B. Seenaiah & Company (Projects) Limited has also purchased the land measuring 13 cents in Survey No.103/1A2, situated in Arasankalani Village from E. Murugan under the sale deed dated 9th January 2008, registered as Doc.No.147 of 2008, in the office of the SRO, Tambaram and has obtained patta bearing No.844 in their name in respect of this land;

E. B.Seenaiah & Company (Projects) Limited has also purchased the lands measuring 1 acre 67 cents in Survey No.444 [pt], 1 acre 68 cents in Survey No.444/1 , 2 acres 13 cents in Survey No.443/2, situated in Perumbakkam Village from S.Rukmani Ammal under the sale deed dated 1st March 2006, registered as Doc.No.1741 of 2006, in the office of the SRO, Tambaram.

F. Subsequently, the lands measuring 1 acre 67 cents in Survey No.444 [pt] has been provided with new Survey No.444/2 and to that effect, patta bearing No.2717 has been issued by the Head Quarters Deputy Tahsildar, Sholinganallur Taluk in the name of B.Seenaiah & Company (Projects) Limited in respect of the lands in Survey Nos.444/1, 444/2 & 443/2;

G. Thereafter, the name of the company, B. Seenaiah & Company (Projects) Limited has been changed to BSCPL Infrastructure Limited and to that effect, fresh certificate of incorporation consequent upon change of name dated 14th July 2008 has been issued by the Registrar of

For Krishnaiah Projects Pvt. Ltd.,

Authorised Signatory

Companies, Andhra Pradesh;

H. BSCPL Infrastructure Limited has purchased the lands measuring 16 cents in Survey No.117/2A1 & 16 cents in Survey No.117/2A2, situated in Arasankalani Village from R. Ramadoss & others under the sale deed dated 30th September 2014, registered as Doc.No.10883 of 2014, in the office of the SRO, Selaiyur and has obtained patta bearing No.1450 in their name in respect of these lands;

I. BSCPL Infrastructure Limited has also purchased the lands measuring 32 cents in Survey No.117/2, 27 cents in Survey No.131/4, 23 cents in Survey No.118/2B & 21 cents in Survey No.131/3, situated in Arasankalani Village from M. Karthick under the sale deed dated 6th April 2009, registered as Doc.No.1925 of 2009, in the office of the SRO, Selaiyur;

J. Subsequently, the lands measuring 32 cents in Survey No.117/2, 23 cents in Survey No.118/2B & 21 cents in Survey No.131/3 have been provided with new Survey Nos.117/2B, 118/2B12, 118/2B13 & 131/23 respectively and to that effect, patta bearing No.977has been issued by the Head Quarters Deputy Tahsildar, Sholinganallur Taluk in the name of BSCPL Infrastructure Limited in respect of the lands in Survey Nos.117/2B, 118/2B12, 118/2B13, 131/23 & 131/4;

K. Thus, BSCPL Infrastructure Limited, the OWNER herein, became the owner of the lands in all measuring 27 acres 51 cents, situated in Arasankalani Village & Perumbakkam Village;

L. The OWNER has gifted the land measuring 560 square meter [out of 27 acres 51 cents] to Tamilnadu Generation and Distribution Corporation Limited under the gift deed dated 17th September 2014, registered as Doc.No.8826 of 2014;

M. The OWNER has also gifted the land measuring 9582.23 square meter [out of 27 acres 51 cents] to St. Thomas Mount Panchayat Union under the gift deed dated 7th February 2019, registered as Doc.No.1466 of 2019 towards link road area;

N. The OWNER has also gifted the land measuring 10120.62 square meter [out of 27 acres 51 cents] to St. Thomas Mount Panchayat Union under the gift deed dated 7th February 2019, registered as Doc.No.1467 of 2019 towards open space reservation area;

O. The OWNER has also gifted the land measuring 1700 square meter [out of 27 acres 51 cents] to Tamilnadu Generation and Distribution Corporation Limited under the gift deed dated 15th March 2019, registered as Doc.No.3189 of 2019;

P. BSCPL Infrastructure Limited has sold 3 Acres 90 cents in Survey Nos.92&98 to KRISHNA INSTITUTE OF MEDICAL SCIENCES LIMITED under the sale deed dated 29th January 2021, registered as Doc. No.1124 of 2021; subsequently KRISHNA INSTITUTE OF MEDICAL SCIENCES LIMITED has sold 3 Acres 90 cents in Survey Nos.92&98 to KRISHNAIAH PROJECTS PRIVATE LIMITED under the sale deed dated 30th November 2024, registered as Doc. No.14760 of 2024;

Q. KPPL has entered a Lease Deed with Sri Devi Educational Trust in Survey Nos. 443/2 & 444/1

For Krishnaiah Projects Pvt. Ltd.,

Authorised Signatory

vide Doc No.16302 of 2021;

R. KPPL has availed a loan facility from KOTAK and in order to secure the said loan facility KKPL Mortgage the property vide Doc. No. 21009 of 2022;

S. By virtue of the above, the VENDOR became the absolute and lawful owner of lands balance land measuring **18 acres 18 cents** [out of 27 acres 51 cents], situated in Arasankalani Village & Perumbakkam Village, then Sholinganallur Taluk, Now Tambaram Taluk, then Kancheepuram District, Now Chengalpattu District, Tamil Nadu, which has been more fully described in the Schedule - B hereunder, herein after referred to as the Schedule B Property;

T. BSCPL Infrastructure Limited has appointed Krishnaiah Projects Private Limited as their agent to develop and sell the entire land measuring 27 acres 51 cents vide a general power of attorney dated 19th October 2020, registered as Doc.No.8489 of 2020, in the Office of the SRO, Selaiyur;

U. The said Krishnaiah Projects Private Limited, the Promoter herein, has formulated a scheme for developing the Schedule B Property and earmarked the land measuring in the Schedule B Property for the purpose of construction of Residential buildings, School, Club house and Retail Mall;

V. The Allottee has already scrutinized / verified all sanctions, authorizations, consents, no objections, permissions and approvals issued by the appropriate authorities and is satisfied with the title and statutory compliance with regards to the Project;

W. The Allottee desirous of owning an Apartment in the Project has entered into an Agreement for Sale with the Owners for purchase of ___ **square feet** of undivided share of land in the Schedule D Property, which is more fully described in Schedule C hereunder, herein after referred to as the Schedule B Property and secured the right to appoint Promoter to construct an Apartment as per the scheme formulated by the Promoter;

X. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owner regarding the Schedule B Property on which Project is to be constructed have been completed;

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

Z. The Promoter has registered the Project under the provisions of the Act with the RERA at Chennai on _____ under registration No._____;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

I. DESCRIPTION OF PROPERTY, AREA AND SPECIFICATIONS:

For Krishnaiah Projects Pvt. Ltd.,

Authorised Signatory

1. That in consideration of the PURCHASER/S agreeing to pay to the DEVELOPER the amount stipulated hereunder towards the Consideration, the DEVELOPER agrees to construct and handover to the Purchaser/s the said apartment more fully mentioned in the Schedule - C hereunder.

2. The DEVELOPER hereby agrees to construct for the PURCHASER/S the aforesaid residential apartment along with the car parking space more specifically described in Schedule - C herein below, as per the Plans and development rules of Chennai Metropolitan Development Authority, in the Schedule-B property which is set apart for construction of apartments in "**Bollineni ZION**".

3. The PURCHASER/S has/have expressly given consent and empowered the DEVELOPER for variations and/or modifications and/or alterations as the DEVELOPER may consider necessary or as may be required by any Public Authority or due to any change in prevailing Laws/Rules, to be made in such Plans or constructions as may be necessitated due to exigencies.

4. The DEVELOPER may from time to time, in its own discretion or as may be required by the competent authority, change, vary or modify the plans, colors, materials, finishes, equipment's, fixtures and specifications pertaining to the Project and the Apartment, including architectural, structural, landscaping, grading, mechanical or other plans, from those illustrated in any agreement, sales brochures, models or otherwise, all without notice or consent from the PURCHASER/S, provided that the substituted items are of equal or better quality. The PURCHASER/S hereby consents to any changes, modifications and / or substitutions and agrees to complete this transaction notwithstanding the modifications in accordance with the foregoing.

5. The DEVELOPER reserve the exclusive and absolute right, power and authority to develop the "Larger Property" in various stages from time to time and retain portions thereof for any purpose and exploit the same now or later and deal with the same in the manner they deem it fit in which neither the Purchaser/s herein nor the purchasers of development of any buildings in the Schedule B Property would have any right to object to such act, deed or thing to be undertaken by the Vendors.

6. It is further agreed and confirmed by the Purchaser/s that, the Vendors shall be free to develop neighboring and nearby properties and entitled to integrate the development of the neighboring properties with the Larger Property and Owners/Occupants of such development of the adjoining properties can use and enjoy all or any of the roads, pathways, passages and common facilities, amenities etc., in Larger Property. However, the UDS attributed to the customer shall remain unchanged

7. The Purchaser hereby agrees and gives his consent for the same and has no objection for Developer developing such properties.

II. SALE PRICE AND OTHER CHARGES:

1. The PURCHASER/S shall pay to the DEVELOPER an amount of **Rs. _____/- (Rupees _____ only)** as the Consideration towards the construction of the Apartment which is more specifically mentioned in Schedule - C hereunder.

2. The Purchaser(s) understands, acknowledges and confirms that he/she is liable to deduct an applicable rate of the payments made as may be prescribed by the Income Tax Authorities ("TDS") on the properties with a total value of more than or equal to Rs. 50,00,000/- (Rupees Fifty Lakhs only) or on such other amounts, as may be prescribed by the Income Tax Authorities and deposit the said TDS with Income Tax Authorities, as and when the installment amount paid to the Builder. Further, the Purchaser(s) hereby undertakes to duly submit with the Development Manager such certificate (Form -16B) within 15 days of remitting TDS with Income Tax Authorities. Any penalty / interest become payable to the authorities for the reason of remitting late/delay, will be borne by the Purchaser / customer/s.

For Krishnaiah Projects Pvt. Ltd.,

Authorised Signatory

3. The above-mentioned Sale Price for the Schedule - C apartment is based on the final super built up area handed over to the PURCHASER/S. However, if on a final measurement by the Architect of the DEVELOPER, the area is found to be more or less, by more than three (3) percent, the consideration shall be varied pro-rata. No adjustment shall be made to the Sale Price if the actual area is increased or reduced by less than three (3) percent.

4. The Total Cost in the Schedule of Payment is inclusive of expenses towards cost of construction including GST, and all expenses relating to the development of infrastructure of the said project, at the existing rates and all expenses relating to the development of infrastructure of the said project, at the existing rates. But if any variation occurs in the said tax rate or if any new tax is imposed, by an act of Government under any Central, State or Local Act, Rule, Regulation, Ordinance or Order in respect of the construction of the said Apartment or any other matter covered under this agreement subsequently, then the PURCHASER/S will be liable to bear such variation and pay the actual difference to the DEVELOPER.

5. The PURCHASER/S has/have paid / agreed to pay the Construction Cost as per the Schedule of Payments provided in Schedule - E of this agreement. The Construction Cost mentioned above will be only for standard specifications set out herein.

III. THE UNDIVIDED SHARE OF LAND:

1. That the PURCHASER/s has/have simultaneously entered in to an agreement for Sale of the proportionate undivided share of land with the DEVELOPER, in the capacity as the Owner/title holder of the said properties, to enable the PURCHASER/s to get the apartment constructed, only through the DEVELOPER, and to have and hold the title over the same. Both this agreement as well the agreement for Sale of the proportionate undivided share of land are co-terminus and shall be treated as part and parcel of this agreement and read together for all practical purposes in relation to the construction of the Schedule - C apartment.

2. That the DEVELOPER shall get the sale deed executed in favor of the PURCHASER/S, conveying the title of the undivided share of land or apartment, only after the PURCHASER/S has/have paid the entire sum payable, with such other charges, if any, to the VENDOR/DEVELOPER. Should the VENDOR get the sale deed registered in favor of the PURCHASER/S before completing all the payment due to the DEVELOPER in full, the PURCHASER/S agrees that the sale deed shall be retained with the DEVELOPER / VENDOR as collateral security for the sale consideration/balance amount payable and also for all other amounts whatsoever due to the DEVELOPER / VENDOR.

IV. COMPLETION DATE AND POSSESSION:

1. The DEVELOPER shall complete the construction of the apartment and handover vacant possession of the same to the PURCHASER/S on or before _____, hereinafter referred to as the **"completion date"**, subject however to strict adherence of the "Schedule of Payments" by the PURCHASER/S.

2. The DEVELOPER may, at its option, on intimation to the PURCHASER/S, extend the "completion date" to such dates from time to time provided that such extended date shall not aggregate to exceed six (6) months from the completion date mentioned in clause 1 above, and such extended date will be deemed as the completion date.

3. The DEVELOPER after receipt of all the amount due from the PURCHASER/S, shall hand over vacant possession of apartment, transfer and assign clear and unencumbered right, title and interest in and over the said apartment to the PURCHASER/S and do all acts, deeds and things for the effective transfer/conveyance and handover of the same in the name of the PURCHASER/S.

For Krishnaiah Projects Pvt. Ltd.,

Authorised Signatory

4. The PURCHASERS shall be liable to abide by such other terms and conditions incorporated in the proposed sale deed to protect the interest of the other co-owners of the Schedule-B Property / Bollineni **ZION.**

5. That on completion of construction, subject to the terms and conditions contained herein, the DEVELOPER shall intimate the PURCHASER/s about the same and the PURCHASER/s shall, **within 30 days** of such intimation, shall visit the apartment and complete the handover process and took possession of the apartment. It is further agreed between the parties herein that whether or not the PURCHASER/s have visited the apartment and possession is taken as contained herein, it shall be presumed that the apartment is handed over as per the agreement between them, and the PURCHASER/s shall be liable for all the outgoings pertaining to the **Schedule - C apartment and Schedule - D undivided share of land** including, not limited to, the maintenance charges, payments towards the electricity, water and other statutory payments/deposits and further, PURCHASER/s shall be liable to pay holding charges @ Rs. 5/- (Five) per sq. ft. per month.

6. The car park/s allotted/to be allotted to the PURCHASER/S shall be used only for the purpose of parking vehicles (not commercial vehicles) owned and used by the owner or occupier of the apartment who shall be the PURCHASER/S or his/her/their tenant or lessee and it shall be treated as the integral part of the said apartment which cannot be sold/dealt with independent of the said apartment.

V. LOANS AND FINANCIAL ASSISTANCES:

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

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

(c) All the loan amount/s, availed by the Allottee, shall be directly disbursed / released by the bank / financial institution to the Promoter and the same shall be treated as payments made on behalf of the Allottee;

VI. COVENANTS AND WARRANTIES OF THE DEVELOPER:

1. The DEVELOPER shall:

a) Carry out construction's activities in compliance with all building codes, rules, regulations and laws in force in the State of Tamil Nadu.

b) Execute the construction of the Apartment on behalf of the PURCHASER/S, in conformity with the approved plans and specifications.

c) Transfer the corpus fund collected from the PURCHASER/S to the credit of the Owners Association.

For Krishnaiah Projects Pvt. Ltd.,

Authorised Signatory

2. The DEVELOPER shall make necessary applications to the Tamil Nadu Electricity Board and other Authorities for their clearances in good time following all the procedures, rules and regulations etc.

3. The DEVELOPER shall hand over vacant possession of the apartment to the PURCHASER/S free of all encumbrances, mortgages, charge and/or liens of any sort.

4. The Promoter 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 Allottee, any damages caused due to the acts of god or natural calamities or fire accidents, any willful or accidental damages caused, any damages caused due to tampering by the Allottee, any product that has been installed by the Promoter brought to the notice of the Promoter within 5 years from the date of intimating the readiness to handover of the Apartment and thereafter no claim shall be entertained against the Promoter in respect of any alleged defective work in the Apartment and/or Project under any circumstances. The above liability of the Promoter shall be restricted only to rectify / repair the above defects and any consequential damages will not be covered under this Agreement. Structural defects shall not include plastering hairline crack. Third party warranty on products shall be governed by the terms and conditions provided by the manufacturer of the respective products.

5. The said warranty in respect of such defective material, fittings and fixtures including mechanical, plumbing and electrical works shall be the warranty from the manufacturer of such fittings and fixtures that are installed in the Apartment.

6. The DEVELOPER shall deliver the apartment to the PURCHASER in par with this agreement, clean and ready for occupation, and in accordance with the plans and specifications shown and agreed by the PURCHASER/S at the time of signing this Agreement.

7. The DEVELOPER shall construct the infrastructure pertaining to Bollineni **ZION**, including lighting and walkways, landscaping, Club house etc., substantively in accordance with the DEVELOPER'S overall development plan for infrastructure in phased manner, however shall complete the same before completion of the complete project.

VII. DEFAULT BY THE DEVELOPER:

1. If, for reasons solely attributable to the DEVELOPER and subject to the condition that the PURCHASER/S has/have adhered to the schedule of payments, should there be a delay in the completion of construction of the Apartment and the DEVELOPER is unable to deliver possession of the apartment on or before the completion date (as may be extended), the PURCHASER/S shall be entitled for a monthly damages/compensation for delay, if any, at the rate of Rs. 5/- (Rupees Five only) per sq. ft. and the DEVELOPER shall be liable to give the said damages/compensation calculated from the date of completion/extended date of completion as the case may be and settle the accounts with the PURCHASER/S taking it into account.

2. The DEVELOPER shall not, however, incur any liability if they are unable to deliver possession of the Apartment by the aforesaid time, if the completion of the building is delayed due to circumstances beyond its control, due to any force majeure circumstances, or if non-delivery of possession is the result of any order, rule or notification of any Court of Law or any Government Agency and/or any public or competent authority. The DEVELOPER shall not incur any liability in the event of hostilities, rebellion, any change in law or if any competent authority decided to revoke any permit or if the DEVELOPER is not able to deliver possession due to circumstances which made the performance of this contract, in part or in full, impossible.

VIII. THE PURCHASER/S COVENANTS THAT:

1. The PURCHASER/S covenant that the DEVELOPER shall have possession of the PURCHASERS' proportionate undivided share/right in Schedule – D land for the purpose of construction referred

For Krishnaiah Projects Pvt. Ltd.,

Authorised Signatory

herein and that the PURCHASER/S shall not interfere in any manner with the said construction and other developmental activities to be affected in the said properties by/through the DEVELOPER.

2. It is agreed that since the development of the Project is being done by the DEVELOPER for all the purchasers of apartments in Schedule-B Property, the PURCHASER/S herein shall not transfer or assign or cancel or terminate or withdraw from this agreement without the written consent of the DEVELOPER with such terms and conditions.

3. It is made clear by the DEVELOPER and agreed by the PURCHSASER/S that all rights including the title over the School, commercial areas and the facilities and the land area set apart for the same shall vest solely with the DEVELOPER, which also have got the right to put and use such other properties apart from the properties mentioned herein, for further development including construction of residential units or any such facilities, and it shall have the sole and absolute authority to deal with the said commercial areas, common facilities and the club house of which the DEVEOPER is retaining the title, in any manner including but not limited to creation of further rights, issuance of new memberships etc.

4. The PURCHASER/S shall be entitled to use and enjoy "the Apartment" only as a Residential unit either for his own occupation or any of his/her/their tenant or lessee.

5. The PURCHASER/S or Occupier shall not by virtue of this Agreement acquire any right of light or air, which may prejudice free use of other portions of the premises.

6. The PURCHASER/S agrees that the terrace of the building to be constructed by the DEVELOPER shall always remain the common property of the other co-owners, unless otherwise given to any one of the owners for specific use.

7. That the PURCHASER/S shall give to the other owners of apartments in the Schedule-B property, all necessary support vertical, horizontal and lateral and the supporting common walls of the Apartment shall be maintained and repaired in common by the PURCHASER/S along with the Owners and/or occupiers of other portions of the said Premises.

8. The plan and elevation of the said Premises shall not be altered by the PURCHASER/S. The PURCHASER/S shall not tamper in any way with the beams and columns that may come within or outside the Premises. The PURCHASER/S shall not be entitled to put up any other temporary or permanent structure or any display boards, name boards etc. on the property.

9. The PURCHASER/S shall not at any time carry on in the said Apartment any trade or business or other things which may be offensive in nature and may become in any way a nuisance or danger to the Owners of the neighboring property/apartments or which may depreciate the value of their property or any part thereof. The PURCHASER/S shall be liable to indemnify the neighbors for any loss or damage that they may suffer or be put to by reason of the PURCHASERS' breach of the obligations contained in this clause.

10. The PURCHASERS/S acknowledges that he/she/they has/have not acted or relied upon any representations made by or on behalf of the DEVELOPER except those contained in this Agreement.

11. The liability of PURCHASERS named in this Agreement, if more than one, shall be joint and several.

IX. RIGHTS AND OBLIGATIONS OF THE PURCHASER/S:

1. The PURCHASERS/S will be entitled for one official inspection of the Apartment under construction upon notice from the DEVELOPER, accompanied by a representative of the DEVELOPER, at such mutually convenient time, and may point out the defects and deficiencies, if

For Krishnaiah Projects Pvt. Ltd.,

Authorised Signatory

any found, which shall be rectified by the DEVELOPER. In the event of any dispute relating to this, the decision by the Architect appointed by the DEVELOPER will be final and binding on the parties.

2. The DEVELOPER and all persons authorized by the DEVELOPER shall have the right to enter into common areas of the construction at all reasonable times for the purpose of repairing and maintaining the common areas and facilities provided in the construction which pass through or are supported by other portions of the said apartment/building.

3. The PURCHASER/S shall be entitled to own and enjoy the Apartment consistent with the rights and interest of the other Owners of apartment in Schedule-B land or **Bollineni ZION** and also to use all sewers, drains and water courses now in, or upon, or hereafter to be erected or installed hereafter in the Schedule-B Property or in the said township, in common, and shall share with other owners/occupants the cost of operation, repair and maintenance of such sewers, drains, water courses, painting and all other common facilities and amenities.

4. The PURCHASER/S shall not obstruct the rights of other owners for entry and use of the property and also the common amenities in the town ship, including the common amenities such as the Club House, Parks etc., provided in Bollineni Zion.

5. The PURCHASER/S on taking possession of the Apartment shall have the Apartment insured to cover against risks of fire and keep alive such insurance. The PURCHASER/S shall also bear proportionate fire insurance charges for insurance of all the common services, amenities and facilities.

6. All interior related works that the PURCHASER/S may take up on his/her/their own and can be taken up only after handing over possession of the apartment to the PURCHASER/S by the DEVELOPER in writing and the PURCHASER/S shall be liable for the damages, if any, happens to the said building, its common areas and facilities and/or the neighboring property/apartment/s during the course of such work. The PURCHASER/S undertakes that he/she/it shall sign/execute such forms/letters/undertaking at the time of handover for such things at the interest of all the other owners of apartment therein, at the time of handover of the apartment.

7. The PURCHASER/S agrees to sign such forms, documents, statements, indemnities, guarantees, letter of undertakings etc. that may be required to be submitted to the Local Body, District Development Authority, Tamil Nadu Electricity Board, Water Supply and Sewerage Board, Revenue Department, Tahsildar and other official authorities as may be necessary for the purpose of the development of the said property.

8. That the PURCHASER/S shall be liable for the charges for all the common amenities and facilities, meter rent, electricity, water, security arrangements etc., from the date of handing over of the apartment, which will be intimated to the PURCHASER/S by the DEVELOPER or by the owners Association, as the case may be.

9. The PURCHASER/S shall bear all expenses in common with other PURCHASER/S including, but not limited to, routine maintenance, painting, cleaning, maintenance of lifts, maintenance of pump sets, generator, sanitary and electrical lines common to the Schedule-B property and the said township, as the case may be, replacement of bulbs in corridors, common areas, water charges and cost of any major repairs to the structural, sanitary, electrical, and mechanical systems etc.

10. The PURCHASER/S shall be liable for all taxes, charges, levies and other outgoings payable in respect of the said Premises and its un-divided share in the Schedule-D property, **within 30 days from the date of intimation of handover of the said apartment** to the PURCHASER/S.

For Krishnaiah Projects Pvt. Ltd.,

Authorised Signatory

11. That the PURCHASER/S shall not assign or transfer his/her/ their rights under this Agreement, whether voluntarily or involuntarily or by operation of law, in whole or in part, to any party without the prior written consent of DEVELOPER and in such other terms and conditions. No such assignment by the PURCHASER/S howsoever occurring shall relieve the PURCHASER/S of his/her/their obligations hereunder.

X. DEFAULT BY THE PURCHASER:

1. The PURCHASER/S shall strictly adhere to the Schedule of Payments agreed upon.

2. In the event of default, the PURCHASER/s shall be liable to pay to the DEVELOPER an interest at 18% per annum at monthly rests on amounts in arrears taking into consideration a 7 days' grace period is allowed for each installment, from the date of intimation of the same.

3. Should the PURCHASER/S delay payments under this agreement for more than two (2) months, the DEVELOPER has the option of giving two (2) weeks' notice, to terminate this agreement.

4. Upon such termination, the DEVELOPER shall return the installment amounts received from the PURCHASER/S under this agreement, after deducting interest at 18% p.a. on the amounts overdue and a further deduction in the form of liquidated damages which will be 10% of the Sale Price, to compensate the loss and damages that might be suffered by the DEVELOPER as a result of default committed by the PURCHASER/S. The PURCHASER/S hereby accepts and acknowledges that the forfeiture of the agreed amount in the foregoing circumstances is fair and equitable and is not harsh or unconscionable and does not constitute a penalty.

5. In such contingency, the DEVELOPER shall cancel the allotment of said apartment to the PURCHASER/S and re-allot the same to a new purchaser and convey the undivided share described in Schedule - D hereunder to such person/s as the DEVELOPER may deem fit and proper, without any further notice or reference to the PURCHASER/S who hereby granted no objection for the same. The above said refund shall be made only after re-allotment of the apartment to any other purchaser. The PURCHASER/S accepts that the DEVELOPER will be liable to refund such sums only after he disposes of the Schedule - D un-divided share to a third party. This agreement is irrevocable on the part of the PURCHASER/S. The DEVELOPER further reserves the right to deduct such other expenses/payments made by the DEVELOPER such as consultancy fee/brokerage if any paid related to the sale/booking done by the PURCHASER/s herein and claim additional damages if any for breach of contract by the PURCHASER/S.

6. The DEVELOPER shall also have the first lien and charge on "the Apartment" to be constructed by the DEVELOPER under the terms of this Agreement and its possession until all the payments are made to the DEVELOPER by the PURCHASER/S.

XI. MAINTENANCE:

1. The DEVELOPER shall maintain the building for a period of one year from the date on which the DEVELOPER communicates its readiness to hand over possession/virtual completion issues by the Architect. However, the said maintenance shall be in respect of defects (patent and latent) in workmanship, which can be directly attributed to the DEVELOPER and excludes normal wear and tear and monthly outgoings towards electricity, water, lift, and other equipment's in the building and security arrangements and such other expenses related to the maintenance of all the amenities and facilities provided.

2. The PURCHASER/S agrees to avail the services of the DEVELOPER for maintenance of the building for a period of one year from the date of Virtual Completion of the Project.

For Krishnaiah Projects Pvt. Ltd.,

Authorised Signatory

3. However, for the above maintenance services by the DEVELOPER, the PURCHASER/S or the ASSOCIATION will be liable to pay 15% (Fifteen percent) of the actual cost/expenses incurred for such maintenance activities, as the service charges to the DEVELOPER for the same.

4. For the purpose of administration and maintenance of building, the DEVELOPER shall be entitled to construct an office for itself in any portion of the apartment / building / land which is not specifically allotted to a purchaser.

XII. MEMBERSHIP OF ASSOCIATION:

1. The PURCHASER/S shall become a Member of the Association of Owners of the Premises proposed to be formed by the DEVELOPER or its nominees on behalf of the owners of apartments in **Bollineni ZION**.

2. The PURCHASER/s accepts and acknowledges the need for forming the Owners Association of **Bollineni ZION** for governing the proper use of the project's common hold properties. The PURCHASER/S agrees to become the member of the Association and agrees to comply with the rules and pay the membership fees and annual subscription charges, maintenance fees and other costs for the maintenance of common hold properties and also the facilities and amenities provided.

3. The PURCHASER do hereby appoint and constitute the DEVELOPER as his/her/its Power of Attorney for the purpose of formation of Owners Association as afore said. The DEVELOPER is hereby authorized to act as the agent or proxy, as may be required, of the PURCHASER for this purpose.

4. The PURCHASER/S agrees to abide by the By-Laws of the proposed Association at all times.

5. The PURCHASER/S will duly observe all the rules and regulations of the Association and make all payments for the upkeep of the premises. The PURCHASER/S shall not be entitled for the use and enjoyment of amenities and common facilities in case of the default in payment of the subscription/maintenance charges.

6. The PURCHASER/S agrees that the Association will be empowered to take whatever action it deems necessary to enforce payment of fees in case of default, including legal proceedings. The Association will have a lien on the Apartment for any unpaid fees and the PURCHASER/S agrees that the Association may take legal proceedings directly against the Apartment to enforce collection of unpaid fees in addition to proceedings against the PURCHASER/S directly.

7. The PURCHASER/S agrees to abide by all the decisions taken by the Executive/Management Committee of the proposed Association, subject to its By-Laws.

8. The PURCHASER/s accepts and acknowledges that the it shall be the responsibility of such Owners Association to take over the maintenance of the project from the DEVELOPER, once it is formed, after the initial period of one year as afore said.

9. The corpus fund and the additional sinking fund paid by the PURCHASER/S shall be deposited in a separate Bank account to the credit of the proposed Association once the maintenance is officially and, in its entirety, handed over to the said Owners Association. The sinking fund of Rs.20/ sft on SBA shall be invested in fixed deposits of banks / financial institutions as decided by the executive Committee of the Association of Owners and the interest accrues there from will be used for maintenance of the clubhouse.

XIII. INDEMNITY:

Each party shall indemnify and make harmless the other from and against all claims, losses,

For Krishnaiah Projects Pvt. Ltd.,

Authorised Signatory

damages, costs, expenses and deficiencies that may be suffered, incurred or sustained by the other party in consequence of any breach by the defaulting party of its obligations under this Agreement.

XIV. ENTIRE AGREEMENT:

1. That there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral whether made by the DEVELOPER or its agents, employees and representatives except that is clearly set out in writing and signed.

2. The words used herein shall have the same meaning as are assigned to them in the Annexure/s to this Agreement.

XV. This Agreement is entered in duplicate, one set with the PURCHASER/S and the other set with the DEVELOPER

XVI. NOTICES:

Any notice or correspondence to be sent to any party under this Agreement shall be addressed and sent to their respective addresses mentioned in this Agreement, or such other "address for communication" intimated in writing by the parties herein to the other party, and such notices and correspondence are deemed to have been served on the parties if addressed and sent by registered post (with AD) or by courier or by personal delivery. The party sending notice/correspondence is not responsible for non-delivery due to change in the address if the party changing the address has not intimated in writing the change in the address.

XVII. FORCE MAJEURE:

The DEVELOPER shall not be liable for any delay in meeting or for failure to meet any of its obligations under this Agreement due to any cause outside and beyond its reasonable control, including, without limitation, strikes, lock-outs, Acts of God, War, riot, malicious acts of damage, fire, natural calamities like heavy rain, floods, earth quake, drought, famine, pestilence acts of any government authority or court orders on construction or short supply or non-availability of essential items like cement, steel, sand, brick, timber or other building materials, or because of any other force majeure circumstances, failure of the public electricity supply nonpayment of installments in time, the time during which such contingency continues shall be excluded in calculating the period for completion of construction.

XVIII. SPECIFIC PERFORMANCE:

1. In the event of default by the PURCHASER/S, the DEVELOPER is entitled to enforce specific performance of this contract.

2. Time is the essence of the contract.

XIX. DISPUTE RESOLUTION:

In the event of breach of the terms of this Agreement for sale or in the event of any differences or disputes arising between the parties in regard to this Agreement or any matter relating thereto, the same shall be referred to an arbitrator appointed by the DEVELOPER in accordance with the and subject to the provisions of the Arbitration & Conciliation Act 1996. The PURCHASER/S shall not be entitled to raise any objection to the appointment of any such Arbitrator. The Arbitration shall be conducted in English Language and the place of Arbitration shall be in Chennai.

XX. GOVERNING LAW AND JURISDICTION:

The parties hereto agree that for enforcing their rights, the Legal Forums at Chennai shall have

For Krishnaiah Projects Pvt. Ltd.,

Authorised Signatory

exclusive jurisdiction and both the parties hereto submit to the same. This agreement shall be governed by and is construed in accordance with Laws of the Republic of India.

XXI. SEVERABILITY:

In the event that any term or condition or provision of this Agreement is held to be a violation of any applicable law, statute or regulation the same shall be deemed to be excluded from this deed and shall be of no force and effect and this Agreement shall remain in full force and effect as if such term, condition or provision had not originally been contained in this Agreement. Notwithstanding the above in the event of any such deletion the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

XXII. INTERPRETATIONS:

1. In this agreement, words importing the singular shall include the plural and vice versa.

2. Words indicating the masculine gender shall include the feminine gender where suitable.

3. Headings in this agreement are for convenience of reference and shall not affect the construction of the Clauses to which they relate.

SCHEDULE - A

(Description of the Entire Land)

All that piece and parcel of the lands in all measuring **27 Acres 51 Cents**, situated in Arasankalani Village & Perumbakkam Village, then Sholinganallur Taluk, Now Tambaram Taluk, then Kancheepuram District, Now Chengalpattu District, Tamil Nadu, Comprised in the following old survey numbers and their corresponding New Survey Numbers

Item No.	Old Survey No	New Survey No.	Village
1	92/1	92	Arasankalani
2	92/2		Arasankalani
3	93/1	93	Arasankalani
4	93/2		Arasankalani
5	94	94	Arasankalani
6	96	96	Arasankalani
7	97	97	Arasankalani
8	95/1	95	Arasankalani
9	95/2		Arasankalani
10	98	98	Arasankalani
11	100/1	100	Arasankalani
12	100/2		Arasankalani
13	101	101	Arasankalani
14	102	102	Arasankalani
15	103/1A2	103/1A2	Arasankalani
16	116/1B	116/1B	Arasankalani
17	117/2A1	117/2A1	Arasankalani
18	117/2A2	117/2A2	Arasankalani
19	117/2 [pt]	117/2B	Arasankalani
20	118/2B	118/2B12 & 118/2B13	Arasankalani

For Krishnaiah Projects Pvt. Ltd.,

Authorised Signatory

21	131/2	131/23	Arasankalani
22	131/4	131/4	Arasankalani
23	444/1	444/1	Perumbakkam
24	444/2	444/2	Perumbakkam
25	443/2	443/2	Perumbakkam

being bounded on the

North By : 60 Feet Road
South By : Survey Nos. 104,106,107,108 & Arasankalani village
East By : Survey Nos. 441,442,445
West By : 20 Feet Road

and lying within the Sub-Registration District of Selaiyur, in the Registration District of Chennai – South;

SCHEDULE – B

(Description of the Land reserved for Project Development)

All that piece and parcel of the lands in all measuring **792051.48** (18 Acres 18 Cents) square feet, comprised in Survey Nos. 93/1, 93/2, 94, 96, 97, 95/1, 95/2, 100/1, 100/2, 101, 102, 116/1B, 103/1A2, of Arasankalani and 444/2, 444/1, 443/2 of Perumbakkam Village, situated in Arasankalani Village & Perumbakkam Village, then Sholinganallur Taluk, Now Tambaram Taluk, then Kancheepuram District, Now Chengalpattu District, Tamil Nadu, being bounded on the

North By : 60 Feet Road
South By : Survey Nos. 104,106,107 & Arasankalani village
East By : Survey Nos. 441,442,445
West By : Remaining properties in Survey Nos.92,98,99 & Survey Nos.104,115,118

and lying within the Sub-Registration District of Selaiyur, in the Registration District of Chennai – South;

SCHEDULE – C (Apartment Details)

A ____ **bed room** Apartment with **No.** ____ on ___ **Floor** having super built-up area of _____ **Sq. ft.,** carpet area of _____ **Sq. ft.** in **Block:** ___ along with ___ covered car parking space of "**Bollineni ZION**".

Registering a separate deed for sale of undivided share.

SCHEDULE - D

_____ **Sq. Ft.** of **Undivided Share** and interest in the piece and parcel of the total extent of land particularly mentioned in Schedule-B above, with boundaries herein above

SCHEDULE - E

(Schedule of Payment)

Schedule of payments to be paid by the PURCHASER to the Promoter for delivery of Schedule C Property:

For Krishnaiah Projects Pvt. Ltd.,

Authorised Signatory

Description	%	Construction Cost
At the time of booking	5%	
On or before Agreement - 15 days from the date of booking	15%	
On Completion of Foundation	7%	
On Completion of Stilt Roof Slab	7%	
On Completion of 2nd Floor Slab	7%	
On completion of 4th Floor Slab	7%	
On completion of 8th Floor Slab	7%	
On completion of 12th Floor Slab	7%	
On completion of 16th Floor Slab	7%	
On completion of 20th Floor Slab	5%	
On completion of 24th Floor Slab	5%	
On completion of 28th Floor Slab	5%	
Flooring - of flat	6%	
On completion of 1st Coat Painting – of Flat	5%	
On handover / Completion - of flat	5%	
TOTAL	100%	

ANNEXURE

(Features of the Apartment) STRUCTURE:

1. Annexure-A: Amenities in Bollineni Zion.
2. Annexure-B: Architectural Specifications.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND SIGNED THEIR NAMES ON THIS CONSTRUCTION AGREEMENT

For Krishnaiah Projects Pvt. Ltd.,

Authorised Signatory

1.
ALLOTTEE

PROMOTER

WITNESSES:

1.

2.

For Krishnaiah Projects Pvt. Ltd.,

Authorised Signatory