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SALE DEED

This **SALE DEED (“Deed”)** entered into on this [●] day of [●] 20[●] at Chennai.

BY

M/s. BINNY LIMITED (CIN: L17111TN1969PLC005736) (PAN: AAACB2529G), a company incorporated under the Companies Act, 1956 having its registered office at No.1, Cooks Road, Perambur, Chennai - 600 012, hereinafter referred to as the “**Vendor**”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees. The Vendor has duly constituted and appointed as its registered Power of Attorney Agent (vide Doc. No. 982 of 2018, dated 22/02/2018, on the file of Sub-Registrar’s Office, Purasaivakkam) with the authority to execute and register the Deed by **M/s. SPR CONSTRUCTION PRIVATE LIMITED (CIN: U45206TN2009PTC073437) (PAN: AANCS6295H)**, a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act,

2013 having its registered office at No. 57, Narayana Mudali Street, Sowcarpet, Chennai - 600 079 hereinafter referred to as the “**Promoter**” represented herein by its Authorised Signatory **Mr. KISHORE KUMAR KAWAD (AADHAAR NO: 8534 8675 6091)**, duly authorized vide board resolution dated 09.04.2018, further represented by their Special Power of Attorney **Mr. S. RAMESH (AADHAAR NO: 6240 4596 5774)** son of Mr. K.R. Swaminathan, aged about 56 years, (Special Power of Attorney dated 02-04-2018 registered vide Document No: 100/2018, Book-IV, at Sub-Registrar’s Office, Purasaivakkam), of the **FIRST PART**;

TO AND IN FAVOUR OF

Mr/Mrs/Ms. [●] (Aadhaar No. [●]) (Pan: [●]), S/o/W/o. Mr. [●], aged about [●] years, residing at No. [●], hereinafter collectively referred to as the “**Purchaser**” (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 **SECOND PART**.

The Vendor, Promoter and the Purchaser shall hereinafter be either collectively referred to as “**Parties**” and/ or individually as “**Party**”.

RECITALS OF TITLE

I. Land parcels comprised in R.S. Nos. 218, 219/1, 219/2, 219/3, 219/4, 219/5 and 219/6 collectively admeasuring 20.71 acres

WHEREAS the land parcels comprised in R.S. No. 218 admeasuring approximately 10.54 acres was previously owned by Zackeria Ismail Sait who sold the same in favour of M/s. Buckingham & Carnatic Company Limited (“BCCL”) vide Sale Deed dated January 31, 1936 and registered as Document No. 220 of 1936 with the office of the Registrar of Madras, Chinglepet. Out of the said extent, a portion admeasuring approximately 0.94 acres was gifted by BCCL in favour of the Corporation of Madras for the purpose of laying of a public road vide Deed of Gift Document No.1749 dated May 27, 1949.

WHEREAS R.S. No. 218 had been subdivided as 218/1(PART), 218/2, 218/3 (belongs to Madras Housing Unit) and RS. No 218/1 further Subdivided as 218/4 admeasuring approximately 0.94 acres (belongs to Chennai Corporation) and 218/5 admeasuring approximately 6.65 acres (belongs to BCCL).

WHEREAS the land parcels comprised in R.S. No. 219/1 admeasuring approximately 10.60 acres and R.S. No. 219/5 admeasuring 36502 sq.ft., (approximately 0.84 acres) was sold by K. Ramunni Menon, Secretary to Public Works Department, Government of Tamil Nadu in favour of BCCL vide Title Deed dated February 14, 1945 and Certificate of Sale of Building under B.S.O No. 22-6.

WHEREAS vide Sale Deed for land in the city of Madras (in Form D) dated October 6, 1914 and bearing No. 101 of 1914 the land parcels comprised in R.S. No. 219/2 admeasuring 44,519 sq.ft., (approximately 1.02 acres) was sold by the Collector of Madras on behalf of the Government, in favour of The Carnatic Mill Company Limited (“CMCL”).

WHEREAS BCCL had been incorporated in the year 1920 in India in order to merge 2 (two) companies, being CMCL and the Buckingham Mill Company Limited (“BMCL”). Pursuant to the said merger, all the assets and liabilities of CMCL and Buckingham Mill Company Limited transferred and vested with BCCL. In this manner, BCCL acquired the title to the land parcels comprised in R.S. No. 219/2.

WHEREAS the Governor of Madras executed an Exchange Deed dated January 18, 1945 and registered as Document No. 185 of 1945 pursuant to which, the land parcels comprised in R.S. No. 219/3 admeasuring 40,741 sq.ft., (approximately 0.94 acres) was exchanged by the Governor of Madras for the land parcels comprised R.S. No. 290/1(P) and 292 (P), admeasuring 1 (one) cawnie, 20 (twenty) grounds and 710 (seven hundred and ten) square feet owned by BCCL.

WHEREAS vide Sale Deed (in Form D) dated April 15, 1944 executed by the Collector of Madras the land parcels comprised in R.S. No. 219/4 admeasuring 27,420 sq.ft., (approximately 0.63 acres) was sold in favour of BCCL.

WHEREAS vide Sale Deed (in Form D) dated February 28, 1945 executed by the Collector of Madras, the land parcels comprised in R.S. No. 219/6 admeasuring 301 sq.ft., (approximately 0.007 acres) was sold in favour of BCCL.

WHEREAS in the manner as aforementioned, BCCL acquired title to the land parcels comprised in R.S. Nos. 218/5 [(Old R.S No.218/1(PART)] (6.65 acres), 218/2 (193 sq ft), 219/1(10.60 acres), 219/2 (1.04 acres), 219/3 (0.94 acres), 219/4 (0.63 acres), 219/5 (0.84 acres), 219/6 (0.007 acres) collectively admeasuring approximately 20.71 acres.

II. Land parcels comprised in R.S. Nos. 220/2, 221/2, 222/1 and 222/2 collectively admeasuring 28.76 acres

WHEREAS the land parcels comprised in R.S. No. 220/2 admeasuring 50,094 sq.ft., (approximately 1.15 acres) and R.S. No. 221/2 admeasuring 1,536 sq.ft., (approximately 0.04 acres) was sold in favour of BCCL by the Collector of Madras vide Sale Deed (in Form D) dated August 4, 1955.

WHEREAS The land parcels comprised in R.S. Nos. 221/2 and 222/1, collectively admeasuring 5,27,076 sq.ft., (approximately 12.14 acres) was owned by CMCL as stated in the Certificate (in Form A-1) bearing No. 20 of 1911 and dated January 24, 1911 issued by the Tahsildar of Madras.

WHEREAS the land parcels comprised in R.S. No. 222/2 admeasuring 6,73,873 sq.ft., (approximately 15.47 acres) was owned by CMCL as evidenced in the Certificate (in Form A) bearing No. 3246 of 1910, and dated September 23, 1910 issued by the Tahsildar of Madras. Pursuant to the merger of BMCL and CMCL, the land parcels comprised in R.S. Nos. 222/1, 222/2 and 221/2 came to vest in the resultant company, BCCL.

WHEREAS in the aforementioned manner, BCCL acquired title to the land parcels comprised in R.S. Nos. 220/2, 221/2, 222/1 and 222/2, collectively admeasuring 28.76 acres.

III. Land parcel comprised in R.S. No. 204/1, R.S. No. 204/2, R.S. No. 204/3 of Perambur Division and 2279/2, of Purasaivakkam Division collectively admeasuring 6.24 Acres

WHEREAS the land parcels comprised in R.S. No. 204/1 of Perambur Division admeasuring approximately 2.71 acres was owned by CMCL as evidenced in the Certificate (in Form A) bearing No. 4857 of 1914, and dated January 24, 1914 issued by the Tahsildar of Madras.

WHEREAS the land parcels comprised in R.S. No. 204/2 of Perambur Division admeasuring approximately 2.63 acres was owned by the Buckingham Mill Company Limited as evidenced in the Certificate (in Form A) bearing No. 4858 of 1914 and dated January 24, 1914 issued by the Tahsildar of Madras.

WHEREAS, pursuant to the merger of BMCL and CMCL, the land parcels comprised in R.S. Nos. 204/1 and 204/2 came to vest in the resultant company, BCCL.

WHEREAS the land parcels comprised in R.S. No 204/3 of Perambur Division admeasuring approximately 0.06 acres was sold in favour of BCCL by the Collector of Madras vide Sale Deed (in Form D) dated May 29, 1923.

WHEREAS the land parcels comprised in R.S. No. 2279/2 of Purasaivakkam Division admeasuring approximately 0.84 acres was sold in favour of the Buckingham Mill Company Limited by the Collector of Madras vide Sale Deed (in Form D) dated June 12, 1911. Pursuant to the merger of BMCL and CMCL, the land parcels comprised in R.S. No. 2279/2 came to vest in the resultant company, BCCL.

WHEREAS in the manner as aforementioned, BCCL acquired title to the land parcels comprised in R.S. Nos. 204/1, 204/2, 204/3 of Perambur Division and 2279/2 of Purasaivakkam Division, collectively admeasuring 6.24 acres.

IV. Land parcels comprised in 205 and 2803 collectively admeasuring 7.03 acres

WHEREAS the land parcels comprised in R.S. No. 205 of Perambur Division admeasuring approximately 6.22 acres was previously owned by Purushotham Doss Gocooladoss who sold the same in favour of BMCL vide Sale Deed dated September 9, 1914 and registered as Document No. 1488 of 1914 with the office of the Sub Registrar, West Madras.

WHEREAS the land parcels comprised in R.S. No. 2803 of Purasaivakkam Division admeasuring approximately 0.81 acres was previously owned by Malacca Tirupachur Saminatha Mudaliar who sold the same in favour of BMCL vide Sale Deed dated August 17, 1914 and registered as Document No. 1381 of 1914 with the office of the Sub Registrar, West Madras.

WHEREAS, pursuant to the merger of BMCL and CMCL, the land parcels comprised in R.S. No. 205 of Perambur Division and R.S. No. 2803 of Purasaivakkam Division collectively admeasuring 7.03 acres came to vest in the resultant company, BCCL.

WHEREAS in the manner as aforementioned, BCCL acquired the title to the land parcels comprised in R.S. No. 205 of Perambur Division and R.S. No. 2803 of Purasaivakkam Division collectively admeasuring 7.03 acres.

WHEREAS BCCL together with certain other companies entered into a scheme of amalgamation, approved by the Hon'ble High Court of Madras vide Order dated October 28, 1969, in Company Petition Nos. 59, 60 and 61 pursuant to which BCCL and the other companies were amalgamated as M/s. Binny Ltd.

NOW WHEREAS:

- A. In the manner aforesaid, the Vendor became the absolute and lawful owner of lands admeasuring 62.74 acres comprised in R.S. Nos. 218/5 [Old R.S. No. 218/1(Part)] and 218/2, 219/1, 219/2, 219/3, 219/4, 219/5, 219/6, 205, 2803, 204/1, 204/2, 204/3 (Old R.S. No. 2279/1B), 2279/2, 220/2, 221/2, 222/1 and 222/2 at Ferrance Road, Perambur Taluk, Purasaivakkam District, Chennai ("**Land**").
- B. In terms and by virtue of a Joint Development Agreement dated 22.02.2018 and Irrevocable General Power of Attorney registered as Doc. No. 982 of 2018 dated 22.02.2018, on the file of Sub- Registrar, Purasaivakkam between the Vendor and the Promoter; the Vendor granted exclusive development rights in the aforesaid Land to the Promoter on the terms and conditions therein contained.
- C. The Promoter has envisioned, planned and proposed of constructing and developing an Integrated Township Project in a phased manner named and called as '*SPR City – A Project with Binny Ltd*' ("**Township**") on the said Land of a total extent of 62.74 acres which comprises of 2 land parcels of an extent of 49.47 acres hereinafter referred as 'Zone 1' and 13.27 acres hereinafter referred as 'Zone 2'

respectively; and building plan approval for development of respective land parcel is submitted by the Promoter for the purpose of Floor Space Index (FSI) to be made available for the entire extent of the land. The FSI exhausted in respect of each phase of development is deducted from the gross permissible FSI granted and the remaining available FSI is sought to be utilized for the other phases of developments successively by the Promoter until the exhaustion of all the provided FSI by the Promoter; in furtherance, the Promoter also intends to amalgamate both the land parcel in future to maximize the FSI potential of the Township and may use the balance FSI of either land parcel in other phases of development wherever the Promoter may deem fit.

- D. In furtherance of the proposed development in a phased manner, the Promoter shall be entitled to subdivide the Land subsequently based upon the requirement and necessity for each phase of development. The Promoter is entitled to further develop the remaining extent of land by necessary subdivision of the Township for further course of development as the Promoter may deem fit, excluding the area gifted for various statutory purposes.
- E. The Promoter is in the process of constructing and developing the integrated Township as aforesaid and as on date, the Promoter has envisaged to develop it in a phased manner with components such as residential development scheme with multistoried residential blocks named as **“Highliving District”**, 85 multistoried villas / duplexes named as **“SPR Origine”**, commercial development scheme with a Commercial Market, Office Towers etc., named as **“Market of India”**, premium residences as multistoried residential blocks and Retail space comprises of retail shops / units together named as **“The Capital District”**. As the development of the Township moves forward in a phased manner, in other phases of development, other developments may get added to the Township based on market requirements and financial viability of the Promoter.
- F. Based on the said arrangement, the Promoter has applied to the Chennai Metropolitan Development Authority (**“CMDA”**) for obtaining the plan sanctions for the developments on 49.47 acres of land constituting Zone 1. For the said purpose, the Promoter has gifted land to an extent of 6.22 Acres out of 49.47 acres comprised in R. S. Nos. 221/2 (Part), 222/1 (Part), 222/2 (Part) and 218/2, 218/5 (Part), 219/1 (Part), 219/2 (Part), 219/3 (Part), 219/4 (Part), 219/5 (Part), 220/2 (Part), of Perambur Division, Chennai District to the CMDA, for the purpose of Open Space Reservation (**“OSR”**) and street alignment respectively vide Gift Deed for OSR dated 29.11.2017, registered as Document No. 5698 of 2017 and Gift Deed for street alignment dated 29.11.2017, registered as Document No. 5699 of 2017 in the office of the Sub-Registrar of Purasaivakkam. The Promoter is entitled to develop the remaining extent of land in Zone 1 after deduction of Open Space Reservation and the street alignment being land of an extent of 43.25 acres in Zone 1.

- G. The Promoter has obtained requisite permissions and approvals in respect of the master site plan for development on the Zone 1 Property vide Planning Permit No. 11193 & 13254 dated 05.02.2018 & 04.02.2021 issued by CMDA and Building Permit No. CEBA/WDCN06/00054/2018 & CEBA/WDCN06/00124/2021 dated 20.02.2018 & 30.04.2021 issued by Greater Chennai Corporation.
- H. Due to certain alterations to the plan of development for Zone 1, the Promoter has gone for revision and approval for Zone 1 property. For the said purpose, the Promoter has gifted land to an extent of 0.06 Acres comprised in R. S. No. 222/2 (Part) of Perambur Division, Chennai District to the CMDA, for the purpose of Open Space Reservation (“OSR”) vide Gift Deed for OSR dated 30.11.2023, registered as Document No. 8000 of 2023 in the office of the Sub-Registrar of Purasaivakkam.
- I. Subsequently, the Promoter has obtained requisite permissions and approvals from the CMDA for development in Zone 1 vide Planning Permit No. 15609 dated 26.02.2024 issued by CMDA and Building Permit No. [●] dated [●] issued by Greater Chennai Corporation. The residential development scheme comprises of Residential Tower – A being identified as Block 1, Residential Tower – B being identified as Block 2, Residential Tower – H being identified as Block 3, Residential Tower – C & D being identified as Block 4. Further, a Community Development comprises of Institution - School building being identified as Block 5 and a commercial development scheme comprises of Market of India being identified as Block 6 and Residential Tower - 1 & 2 along with commercial - Retail space being identified as Block 7 in approval documents.
- J. After obtaining aforesaid approvals, the Promoter has registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 (‘Act’) with the Tamil Nadu Real Estate Regulatory Authority The Capital District as separate Real Estate Project, being: [●] registered under Registration No. [●] dated [●].
- K. As part of The Capital District development which is registered with Tamil Nadu Real Estate Regulatory Authority under Registration No. [●], the Promoter as aforesaid, has resorted to develop the Retail space in The Capital District which consists of retail shops / units in the specified area of an extent of 2.65 acres comprised in Survey No. 222/2 (Part) which is morefully described in Schedule A and the undivided share of land for the purchasers in the Retail space shall be confined to the aforesaid 2.65 acres earmarked as The Capital District.
- L. The Purchaser upon and after fully understanding and acquainting himself / herself / itself of the various phases in which the said Township is proposed to be developed and after having satisfied himself / herself / itself with such phase-wise development, maintenance and management of the amenities and facilities, the Purchaser is desirous of owning a Unit in the Retail space being developed by the Promoter, together with the proportionate undivided share solely confined to Schedule A Property.

- M. The Purchaser before execution hereof, had the title of the Township including the Schedule A Property independently verified and has satisfied himself / herself / itself that the same is free, clear and marketable. The Purchaser has been briefed in detail and has also fully understood the implications of all the terms, conditions and covenants contained in this Deed. The Purchaser also expressly acknowledges the eventuality of the Promoter revising the master site plan of the Township (or any part thereof) obtained, without in any way affecting the development of the Unit.
- N. The Purchaser after being fully satisfied with the title of the Township along with the Schedule A Property and all permissions, plans, etc., in respect of The Capital District and the statutory compliance with regards to the development of the Township, has expressed his / her / its intention to purchase and acquire an Unit being constructed by the Promoter in the Retail space along with the right, title and interest in the proportionate undivided share of land forming part of the Schedule A Property, together with the right to use the allotted parking space, the common areas and common amenities as listed under **Annexure III** hereunder.
- O. This Deed, along with its schedules, constitutes the entire Deed between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other writings, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit / undivided share of land / The Capital District / Township, as the case may be.
- P. The Purchaser is desirous of owning a Unit in the [●] being developed and completed by the Promoter with the specifications mentioned in **Annexure I** and had offered to purchase the Unit No. [●] on the "[●]" Floor in "[●]" in the [●] ("Unit"), along with [●] square feet of undivided share in the Schedule A property, morefully described in the Schedule B hereunder ("**Schedule B Property**").
- Q. The Purchaser has now come forward to purchase the Schedule B Property for a total sale consideration of **Rs. [●] /- (Rupees [●] Only)** ("**Consideration**") and the Vendor through the Promoter has agreed to sell the Schedule B Property to the Purchaser, free of all encumbrances on the terms and conditions set forth hereunder.

NOW THEREFORE THE PARTIES HAVE AGREED TO AND THIS DEED WITNESSETH:

1. That in Consideration of a sum of **Rs. [●] /- (Rupees [●] Only)** paid by the Purchaser for the purchase of Schedule B Property, the Vendor hereby admits, acknowledges, relinquishes, forever acquits, releases and discharges the Purchaser from any further payment and claims except the payments mentioned in Clause 11(e).

2. In Consideration of the aforesaid, the Vendor doth hereby sell, grant, convey, transfer and assign unto the Purchaser by way of absolute sale the property more fully described in the Schedule B hereunder together with the right of access by way of ingress and egress through the Township and together with the rights in common with other co-owners and / or purchasers of undivided share of land in the Schedule A property together with all commons hedges, ditches, water courses, liberties, privileges, easements, appurtenances, and advantages whatsoever to the Schedule B Property, hereby conveyed or anywise appertaining or be appurtenant thereto, absolutely and forever free from all encumbrances.
3. The Vendor covenants that it is the absolute owner of Schedule B Property having clear marketable title and is absolutely entitled to the same and is entitled to grant, convey and sell the same unto the Purchaser with full rights of ownership and that except the Vendor no one else has any claim, title, right, share, demand or interest over the Schedule B Property, which is hereby conveyed to the Purchaser.
4. The Vendor further confirms that the Schedule B Property is free from any encumbrance whatsoever and the same is not subject matter in any pending suit, litigation, court proceedings, awards, will, claims, decrees, executions, notifications, attachment, and proclamation, order of acquisition, lien or lis pendens.
5. The Purchaser has inspected all title deeds relating to the lands admeasuring 43.19 acres in Zone 1 and after being satisfied as to the title of the Vendor has entered into this Deed for purchase of the Schedule B Property.
6. The Purchaser hereby agree, undertake and covenant with the Promoter that they shall not at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by, or granted to the Promoter under this Deed and/or or any writing that may be entered into and executed between the Parties hereto and the Purchaser shall be bound and liable to render to the Promoter, all necessary assistance and cooperation, to enable the Promoter to exercise and avail of the same.
7. The Vendor does hereby covenant with the Purchaser that the Purchaser shall at all times hereafter peacefully and quietly enter into, hold, possess and enjoy the Schedule B Property and every part thereof and receive the rents and profits thereof without any let or hindrance or interruption, suit, eviction, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming through the Vendor.
8. The Vendor through the Promoter shall pay property taxes, levies, rents, public charges and other statutory payables in respect of the Schedule B Property described hereunder up to the date of

registration of this Deed. The Purchaser shall be liable to pay the said taxes, rates, levies, etc., from the date of registration of this Deed.

9. The Vendor / Promoter is entitled to retain and/or transfer the remaining undivided share in the Schedule A Property to any one of its choice. The Purchaser shall not be entitled to claim partition of the share of the Purchaser from the Schedule A hereunder and the same shall remain undivided and impartible.
10. The Purchaser hereby declare and confirm that they have no claims against the Vendor/ Promoter in relation to sale of Schedule B Property and Development of the Project whatsoever and hereby confirm that the Vendor/ Promoter have complied with all their obligations towards the Purchaser under any writing that may be entered into and executed between the Parties.

11. **HANDING OVER OF POSSESSION:**

- a. The Promoter shall endeavour to handover the Unit by March 2029. The Promoter, based on the approved plans and specifications, assures to handover possession of the Unit as committed, unless there is a delay or failure due to Force Majeure Conditions or failure of the Purchaser to pay in time any part of the Consideration and/or other charges, taxes, deposits, securities etc.; or any failure on the part of the Purchaser to abide by all or any of the terms and conditions of this Deed.
- b. Force Majeure Conditions' means any event or combination of events or circumstances beyond the control of a party which cannot (i) by the exercise of reasonable diligence or (ii) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented and which adversely affects the Promoter's ability to perform obligations under this Deed, which shall include and not limited to the following:
 - i. Act of God (i.e.) fire, drought, flood, earthquake, epidemic, natural disasters.
 - ii. Act of terrorism impacting peace of the region, war and hostilities of war, riots, bandh or civil commotion.
 - iii. Circumstances of conditions, or other causes beyond the control or unforeseen by the Promoter including strikes or lockouts, industrial disputes or agitations by employees or labourers of the Promoter or contractor or the suppliers.
 - iv. Non-availability of cement, steel, sand, bricks or other construction materials.
 - v. The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order, or direction from any Governmental Authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in the Deed.
 - vi. any pandemic, epidemic or contagious situation arising out of outbreak of a viral, bacterial or any micro-organism spreading, dissemination or infection resulting in lockdown restrictions and other stringent measures imposed by the Government Authority or any other Authority.

- c. If, however, the completion of the Unit is delayed due to the Force Majeure Conditions then the Purchaser agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit, provided that such Force Majeure conditions are 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 Promoter to implement the Unit due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Purchaser the entire amount received by the Promoter from the allotment within 90 days without interest from that date of determination for impossibility of performance, subject to the cancellation of necessary documents entered between the Parties. After refund of the money paid by the Purchaser, it is expressly agreed by the Purchaser that he / she / they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Deed.
- d. The Promoter, upon receipt of Completion Certificate (CC) from CMDA, shall intimate the same vide a specific communication issued to the last known address of the Purchaser and the date of the said communication shall be referred to as the '**Notified Date**'. Provided however that, if the Purchaser, books the Unit subsequent to the issuance of Completion Certificate (CC), then the Notified Date shall be deemed to be the date of booking of the Unit by such Purchaser.
- e. The Purchaser shall, (i) in case the Purchaser books the Unit before the issuance of Completion Certificate, then within 30 days from the Notified Date, or (ii) in case the Purchaser books after the issuance of Completion Certificate, then within such number of days from the Notified Date as per the Payment Schedule (as the case may be) (the relevant period shall hereinafter be referred to as '**Compliance Period**'), take effective physical possession of the Unit upon effecting the following payments:-
 - i. Payment of the entire Corpus Fund to the Promoter.
 - ii. Payment of the entire Initial Advance Maintenance for the Unit and for the common areas as determined by the Promoter and more fully delineated in the Maintenance Agreement.
 - iii. Payment of the entire Air Conditioner Advance Maintenance.
 - iv. Tax Deducted at Source (TDS) deducted by the Purchaser on the consideration payable to the Promoter shall be deposited to the concerned authority within the time period stipulated under law. Such payment should be reflected in the Promoter's Portal and the Purchaser shall provide the certificate within 60 days of such deduction.
 - v. Such other incidental payments pertaining to the Purchaser in respect of the purchase of the Unit.

The Promoter shall not be responsible or liable in any manner whatsoever, for failure of the Purchaser to make the aforesaid payments and thereon take-over the possession of the Unit for any reason whatsoever.

- f. Upon receiving the communication from the Promoter, the Purchaser shall take possession of the Unit from the Promoter, within the Compliance Period provided therein, by executing necessary indemnities, undertakings and the Promoter shall give possession of the Unit to the Purchaser. In case the Purchaser fails to take possession within the Compliance Period by making the necessary payment of the amounts and entire Initial Advance Maintenance, the defaulted Initial Advance Maintenance shall carry interest at the rate of 18% p.a.
- g. The Promoter shall handover possession of the Unit to the Purchaser as committed subject to the receipt of the entire Consideration including payments mentioned in the **Annexure II**. It is made abundantly clear that the obligation of the Promoter to handover the Unit to the Purchaser does not arise until the Promoter receives the entire payment(s) mentioned in the **Annexure II**.
- h. The Purchaser shall not do or permit any outside agent / workers to carry out any work in the Unit, until the possession is handed over to the Purchaser by the Promoter.

12. LIMITATIONS AND RESTRICTIONS OVER USAGE OF COMMON AREAS, FACILITIES AND AMENITIES PROVIDED IN THE RESIDENTIAL AND COMMERCIAL DEVELOPMENT SCHEME:

The Purchaser is well aware that the Township comprises both of the residential and commercial development schemes, in which the common amenities and facilities made available for all the development schemes are distinctively provided for the purpose of effective allotment, regulation, administration and maintenance taking into consideration the nature, classification and type of the respective schemes and they shall remain mutually exclusive. In furtherance of the aforesaid, the entirety of the common areas, facilities and amenities provided in the residential scheme are exclusively provided for apartments in the multistoried residential blocks situated in that particular residential development scheme in the Township, subject to the other terms of this Deed. There is no right to use for the purchasers of the commercial scheme in respect of the common areas, facilities and amenities provided in the residential development scheme. Likewise, there shall be no right to use for the purchasers of the apartments of the residential development scheme in the Township in respect of the common areas, facilities and amenities provided for commercial development scheme in the Township.

13. COMMUNITY DEVELOPMENT, FACILITIES, AMENITIES AND SERVICES: -

- a. The Promoter hereby informs that the Community Development, facilities, amenities and services located in the Township are provided by the Promoter from and out of the own funds of the Promoter

and there is no monetary or financial contribution made by the purchasers in the Township. The Promoter may in its discretion develop, expand, increase or amplify or outsource the entirety of the Community Development facilities, amenities and services to any third party without the notice, consent or approval of any of the purchasers in the Township or any other person. The entirety of the right in respect of the Community Development facilities, amenities and services is absolutely vested with the Promoter. The maintenance, up-keeping, repairs and conservation charges in respect of the aforesaid Community Development facilities, amenities and services shall be the sole responsibility of the Promoter. The purchasers in the Township have only the right to use / access in respect of the Community Development facilities, amenities and services subject to the fulfilment of the specific directive, guideline, parameter and/or regulation, which are applicable to all the persons who are approaching to use the Community Development facilities, amenities and services. The Community Development facilities, amenities and services located in the Township shall also be open to all the outsiders, subject to the fulfilment of specific directive, guideline, parameter and regulation of the particular Community Development facilities, amenities and services provided by the Promoter. Presently the following are the Community Development facilities and amenities provided by the Promoter in the Township: -

- i. **School:** - The School infrastructure and all the facilities together with the land thereon is absolutely vested with the Promoter which constitutes a Community Development in the Township made and provided by the Promoter. The entirety of the funds provided for development of the School is made by the Promoter. The purchasers of the Township may avail the benefit of the aforesaid School only subject to its rules and regulations. The Purchaser hereby expressly agrees that he / she / it is not entitled to involve or seek to participate in the administration and affairs of the aforesaid School for the sole reason that the School is located in the Township. The day-to-day affairs and administration constitute integral operation and management of the school, which would be handled by an independent institution. The third parties, who are not purchasers in the Township are also entitled to use the benefits of the School being an independent and separate institution. The specific land area in which the School is situated constitutes a Community Development and the same is vested with the Promoter. The Purchaser hereby agrees that the footprint area of the entire school, constitutes Community Development and the same is vested with the management of the School. No Purchaser in the Township shall enter into the School or claim any right to use / access of the amenities provided for the School based on the fact that the School is situated within the Township or on the claim that it constitutes an amenity for the Township.
- ii. **Temple:** Temple infrastructure and all the facilities and amenities to be provided thereon in the said Temple which is devised for a particular deity and specified mode of worship, is totally vested with the Promoter. No Purchaser in the Township can assert, any claim any right of participation in the management or maintenance of the aforesaid Temple. The Temple is to be ordained as a separate and

independent institution, and all the cultures, religious prescriptions to be followed in the Temple is entirely the decision of the management of the Temple. All the purchasers in the Township as well as the third parties are to be permitted for entry and worship only. The specific land area in which the Temple is situated constitutes a Community Development. The Purchaser expressly agrees that the footprint area of the entire proposed Temple in the Township shall constitute the absolute property of the Temple and the same is vested with the board of management of the Temple to be constituted by the Promoter.

14. **MAINTENANCE, CORPUS, ASSOCIATION AND USE OF COMMON AREAS, FACILITIES AND AMENITIES IN THE TOWNSHIP:**

- a. Taking into consideration the nature of development in the form of an integrated Township, the Promoter plans to divide the common areas into multiple sections and form associations for each development/phase/Township (as applicable) in order to manage and maintain all common areas, amenities, and facilities in the Township effectively. Therefore, there shall be a separate Agreement to be executed between the Promoter and the Purchaser (**‘Maintenance Agreement’**) elaborating and specifying the terms and conditions pertaining to following aspects;
 - i. Common areas situated in each development/phase/Township.
 - ii. Formation of association and other bodies for each development/phase/Township.
 - iii. Proportionality of representation in each association and other bodies in the Township.
 - iv. Maintenance of common areas by the Promoter/Maintenance Agency/respective association.
 - v. Initial Maintenance Period, Subsequent Maintenance Period, the date of commencement of maintenance, rules and regulations etc.
 - vi. Percentage of Corpus Fund to be allocated for each development/phase in the Township.
 - vii. Detailed scope of usage of the Corpus Fund.
 - viii. Transfer of the Corpus Fund to the Maintenance Agency/respective association.
 - ix. Concept of corpus replenishment.
 - x. Other terms and conditions.
- b. It is explicitly agreed by the Purchaser that the entire common areas, amenities and facilities in the Township shall be maintained and managed by the Promoter and/or the **‘Maintenance Agency’** appointed by the Promoter at its sole discretion, until the completion of the entire development of the Township. The aforesaid proposal is made by the Promoter and accepted by the Purchaser for the purpose of consistent, unsevered and unfailing maintenance of the entire Township comprising of various multistoried residential blocks and commercial complex which have commenced operations, and such of those developments which are yet to be completed / made operational by the Promoter and those would be done over a period of time in a phased manner.

- c. The Promoter shall decide the appointment of Maintenance Agency for the purpose of maintaining the entirety of the Township including the various common areas, amenities and facilities in the Township and the same shall be at the sole discretion of the Promoter. The power to control, supervise, oversee and watch over the maintenance of the Township by the Maintenance Agency shall be fully under the effective dispensation of the Promoter.
- d. The Maintenance Agreement shall be binding upon the Purchaser and shall also bind the Promoter / Maintenance Agency appointed by the Promoter for the purpose of maintenance of the Township and also the persons claiming through the Purchaser in respect of the specific Unit.
- e. The Maintenance Agreement shall specify the Initial Advance Maintenance charges to be paid by the Purchaser for the purpose of maintaining the amenities and facilities during the Initial Maintenance Period and also similar subsequent advance maintenance charges payable during the Subsequent Maintenance Period. The payment of maintenance charges shall be effected by the Purchaser to the Promoter / Maintenance Agency appointed by the Promoter (as the case may be), as specified in the Maintenance Agreement.
- f. The Initial Maintenance Period: The Purchaser shall pay advance maintenance charges as set forth in the **Annexure II ('Initial Advance Maintenance')** to the Promoter / Maintenance Agency (as the case may be). The initial maintenance period shall commence from the specified date as determined and decided by the Promoter for commencement of maintenance (**'Appointed Date'**) and shall run for a duration of 36 (thirty-six) months consecutively from the Appointed Date (**'Initial Maintenance Period'**). In the event of the Purchaser purchasing the Unit subsequent to the Appointed Date, the liability for payment of the Initial Advance Maintenance for such subsequent Purchaser shall commence on the date as determined by the Promoter. The Initial Advance Maintenance shall become payable by the Purchaser directly to the Promoter / Maintenance Agency (as the case may be), as more fully delineated in the Maintenance Agreement.
- g. The Subsequent Maintenance Period: The period commencing a week after the completion of the Initial Maintenance Period and until completion of the entire Township is referred to as **'Subsequent Maintenance Period'**. The obligation or liability for payment of maintenance for the Subsequent Maintenance Period shall be delineated morefully in the Maintenance Agreement.
- h. The maintenance charges collected as aforementioned for the Initial Maintenance Period and Subsequent Maintenance Period, shall inter alia exclude (i) the payment incurred for purchase of water from outside sources on account of deficit supply of water, (ii) the cost of fuel for the purpose of providing alternative

energy source to the units at the time of failure of electricity.

- i. The '**Corpus Fund**' as set forth in the **Annexure II** shall be paid by the Purchaser to the Promoter on the Notified Date or as agreed upon hereinbefore, before taking the possession of the Unit. It is expressly agreed and understood between the Parties hereto that the Promoter shall be entitled to the Corpus Fund which is being collected for the purpose of covering any outgoings or capital expenditure involved in the repairs and up keeping of infrastructure facilities and amenities. The residual balance of the Corpus Fund be handed over by the Promoter, without interest, to the Maintenance Agency or respective association, as and when it is formed.
- j. There shall be an association of owners and other bodies for each developments or phases, as the case may be in the Township at the discretion of the Promoter, which shall be a registered body and shall have a separate bye-law. The detailed aspects with regard to formation and proportionality of representation in the association of each development scheme shall be specifically laid down in the Maintenance Agreement and respective bye-laws, as and when framed and formed.

15. **DEFECTS LIABILITY:**

The Promoter shall rectify any structural defects with respect to the Unit (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 willful or accidental damages caused, any damages caused due to tampering by the Purchaser, any product that has been installed by the Promoter brought to the notice of the Promoter within 5 years from the date of obtaining the Completion Certificate for the Unit and thereafter no claim shall be entertained against the Promoter in respect of any alleged defective work in the Unit 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 Deed. 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.

Provided the Promoter shall not be made liable under this Clause, in respect of any defect, issue, damage, repairs that are caused directly or indirectly in the Unit due to the violation of the conditions as listed in **Annexure IV** of this Deed by the Purchaser or on account of violation by any of the purchasers in the Retail space.

16. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE DEED.**

Wherever in this Deed it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s), the same shall be the proportion which the total saleable area of the Unit bears to the total saleable area of all the units in the Retail space / The Capital District/ Township as applicable.

17. **RIGHTS AND DUTIES OF THE PURCHASER:**

The Purchaser with the intention to bind all persons into whosoever's hands the said Unit may come, doth / do hereby agrees, undertakes and covenants with the Promoter / Vendor as follows:

- a. While the Purchaser would have an absolute and exclusive ownership / possession / enjoyment of the Unit, after the handing over, the Purchaser's right, title and interest in the common areas of the Retail space shall be enjoyed in concurrence with other owners / residents of other units / units in the Retail space, who would be equally entitled to the common amenities, facilities / easements available in the Retail space, all costs of repairs / maintenance of which common enjoyments shall be shared by all the owners / units, including the Purchaser as per this Deed / the Maintenance Agreement / articles / regulations / bye-laws of the respective Association to be formed.
- b. It is abundantly made clear that all the service lines, ducts, watercourses and other facilities passing through the Schedule A Property shall be treated as common to all the owners. The purchasers shall not object to the common services passing through their respective units and shall allow the service personnel to do the maintenance services in the areas through which the services are passing through.
- c. Subsequent to the handing over of possession after completing the entirety of the Township by the Promoter, the relevant Association, Presiding Body and Federal Council shall be responsible for obtaining / complying with all the statutory approvals relating to the Township. The relevant Association shall ensure all statutory compliances either by themselves or through the Maintenance Agency and the Promoter shall not be responsible for the same.
- d. The Purchaser shall adhere to the maintenance and usage guidelines provided by the Association and other bodies in the Township (as applicable) and the Promoter / Maintenance Agency, to maintain harmonious community living and shall ensure that the rights and enjoyment of other owners are not affected or infringed.
- e. The Purchaser covenants not to make any alteration in the structure of the Unit, which may affect directly or indirectly, the structural safety & stability and the aesthetic elevation of The Capital District.

- f. In order to maintain the harmony of the building design and colour scheme, the Purchaser shall not individually or jointly do, cause or permit to be done (whether within the Unit and/or outside) any obstruction, alteration, change and/or modification of the elevation, exterior design, interior structural layout, exterior colour scheme of The Capital District. The Purchaser shall not put-up advertisement, air conditioner out-door unit in other than designated locations, potted plants and/or any other object / subject which affect / change exterior wall, design exterior colour scheme of The Capital District in any manner whatsoever. In the case of any default hereof, the Purchaser (individually and collectively with other purchasers) shall be liable to indemnify the Promoter for the value of cost, loss or damage suffered, as a consequence thereof or as may be imposed by the Promoter; and the Purchaser shall be liable to the Promoter and / or other purchasers in The Capital District for any deterioration to the aesthetic and overall harmony of The Capital District.
- g. The Purchaser shall not put his / her / its board(s), signage(s), in places other than the place earmarked to him / her / them by the Promoter. The board(s), signage(s) put up in any place other than the allotted areas shall be removed from such unauthorized places.
- h. The Purchaser or their tenants (occupants) and/or respective Associations or other bodies in the Township as the case may be shall not, at any time, encroach and carry on in the common areas or within the Schedule A Property, any commercial activity, trade or business or use it for storage of anything, much-less of 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 Capital District which are in occupation by the owners of other units or their successors in title and further shall not do or indulge or commit any activity which is unlawful or anti-social.
- i. The Purchaser hereby agrees to pay to the Promoter within [30] days of demand by the Promoter, his / her / their share of the security deposit(s) demanded by the concerned Government, local or public bodies or authorities, for providing water, drainage, electricity, telephone or any other service / utility connection to the Township.
- j. The Purchaser agrees to execute from time to time all papers and documents and to do all things as the Promoter may require to be done for the effective completion of the construction and for safeguarding the interests of the Promoter and the purchasers in respect of all matters connected with obtaining, erecting and providing infrastructural facilities like water, sewerage, electricity, etc.
- k. The Purchaser shall not encroach upon the common areas. The Purchaser shall not put up any temporary or permanent structure anywhere in the Township nor change the elevation of the proposed The Capital District.

- l. The Promoter hereby informs Purchaser that the Club House situated on the terrace floor of the Retail space is exclusively provided for the Residential Towers of The Capital District and the Purchaser of the Retail space expressly agrees that they do not possess any right to use, enter / access the Club House provided on the terrace floor of the Retail space of The Capital District.
- m. The Purchaser shall observe and undertakes to perform the terms and conditions, rules and regulations and Bye-laws of the said Association for the purpose of attending to, safeguarding and maintaining all matters of common amenities as determined by the said Promoter or Maintenance Agency from time to time. The Purchaser shall pay the Maintenance Charges and other charges, as agreed on or before the due date fixed by the Promoter or Maintenance Agency to enable them to smoothly administer the common facilities and amenities. The Purchaser shall abide by the Bye-Laws of the Association at all times. The Purchaser would be deprived off common facilities and amenities including lift, water, sewerage facility, etc., in case the Purchaser fails to pay the maintenance charges.
- n. The Purchaser shall be entitled to own and enjoy the Schedule “B” Property and shall not obstruct the use and enjoyment of other co-owners of the Township described in the Schedule “A” hereunder and the owners of the other units lawfully entitled to the same and also to use all sewers, common passages, drains and water courses and other amenities now in or upon or hereafter to be erected or installed in the land mentioned in the Schedule “A” hereunder in common and to share the cost of repairs and maintenance of common areas and all other common amenities along with the other owners in common and enjoyment of their respective units in The Capital District.
- o. The Purchaser shall put rubbish, dirt, rags or other refuse at the allotted place and the Purchaser should not permit the same to be thrown from the Unit earmarked for the Purchaser or in the compound or any portion of the Township at any time.
- p. The Purchaser agrees and undertakes not to use the pathways or open spaces within the Schedule “A” Property for parking any heavy vehicles or to use them in a manner which may cause hindrance for the free ingress from and to the various parts of the Schedule “A” Property. The Purchaser agrees and undertakes not to permit children of the Purchaser or anyone related or not related to the Purchaser to play games like cricket, football, tennis, etc. in the Common Areas of the Township.
- q. The Purchaser hereby agrees, acknowledges and undertakes to abide by the covenants set forth in other any writing that may be entered into and executed between the Parties in respect of the Schedule B

Property. The understanding and arrangements in any other writings, allotment letter, correspondences whether written or oral, if any, between the Parties in regard to the said Unit / Retail space / The Capital District will be applicable on the Parties as agreed therein.

- r. The Purchaser hereby agrees that the Township to be developed by the Promoter is named as **‘SPR City - A Project with Binny Ltd.’**, and the commercial scheme in which the Unit is situated is named as **Retail space** of The Capital District, which shall not be changed / altered by the Purchaser at any point of time. The Promoter is expressly permitted to display, at all times, the name and logo of the Township along with the name of the Promoter or their group companies, upon the Township in such location(s) and in the style and format of the Promoter’s choice. The Promoter shall have exclusive proprietary and other rights, title and interest on such name.
- s. It is clearly understood and so agreed by and between the Purchaser and Promoter / Vendor hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Township shall equally be applicable to and enforceable against any subsequent purchasers of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.
- t. The Purchaser shall not make any alterations in the structural feature of the proposed The Capital District like R.C.C. Flooring, Roofing, columns, beams and external walls during / after completion, including the parking space allotted.
- u. No request of the Purchaser for modification or change to the exterior facades of the Township (or any part thereof) as well as interior of the Unit of any nature shall be allowed by the Promoter. Upon violation of the aforesaid, the Promoter has the authority to stop such violation forthwith by notice in this regard.
- v. The Purchaser shall use the Unit only for commercial purposes and not to use for any other purposes and for businesses prohibited by law.
- w. The Purchaser undertakes not to slaughter any birds or animals in the Township or any part thereof.
- x. The Purchaser hereby undertakes not to cause any nuisance to the other occupants of the Township.
- y. The Purchaser shall have no right to hinder the progress of construction of the Township or any part thereof under any circumstances whatsoever, and at whatever stage of construction.
- z. The Purchaser shall give all necessary support, assistance to the other Unit owners / Association / other

bodies in the Township. The supporting common walls and roofs and all common areas of The Capital District shall be maintained and repaired in common by all the owners of the units.

- aa. The Purchaser agrees not to alter, at any time in future, the Tower number, the Unit number, and/or car park numbering, as demarcated and allotted by the Promoter either individually or jointly along with the other purchasers.
- bb. The Purchaser shall park his / her / their cars / vehicles only at the specific car parking space allotted to the Purchaser and not at any other place around The Capital District and shall use the car parking space only for parking vehicles and shall not use the parking space for other purposes including storage of materials. The Purchaser accepts the design and demarcation of the car parking allotted and shall not make any further claim or demand in this regard with the Promoter. The Purchaser acknowledges and accepts that the size of the car parking space shall not be uniform for all the units and shall vary depending on the structural design and column position.
- cc. Upon taking possession of the Unit, the Purchaser shall maintain the Unit in a good condition and shall abide by all the bye-laws, rules and regulations of the Government, local bodies, Competent Authorities, electricity department, water & sewage department, relevant Association and the Maintenance Agency. The Purchaser shall not alter / demolish any portion of the Unit without the knowledge and written consent of the Promoter.
- dd. The Purchaser shall not store in the Unit, any goods which are of hazardous, combustible or dangerous in nature or are so heavy so as to cause damage to the construction or the structure in which the Unit is situated and/or the podium / basement / open area of the Schedule A Property or the Retail space or any part or portion thereof or storing of any goods which is objected by the Local Authority concerned and shall not carry or cause to be carried heavy packages / goods to the upper floors of the sub-wings / wings of the said Retail space which may damage or is likely to damage the staircase, elevators, common passage or any other structure and in case, any damage is caused to the Retail space in which the said Unit is situated or any other commercial block(s) / structure(s) or any of its wings / sub-wing(s) or any part or portion thereof on account of any act or deed or omission or commission or negligence or default on the part of the Purchaser or any person claiming by or through the Purchaser; then the Purchaser shall, at his / her / their own cost and expenses be liable to restore the structure to its original state and order. In addition, the Purchaser shall also be liable for the consequences of the breach to the authority concerned and the Promoter / Maintenance Agency, whosoever is in charge of the maintenance of common area and amenities shall be final, conclusive and binding on the Purchaser with respect to his / her/ their liability.

- ee. The Purchaser shall carry at his / her / their own cost all internal repairs to the said Unit and maintain the said Unit in the same condition, state and order in which they were delivered by the Promoter to the Purchaser. Further, the Purchaser and/or any person claiming by or through the Purchaser shall not do or suffer to be done anything in the Retail space in which the said Unit is situated, which may be forbidden by the statue, rules, regulations and bye-laws of the concerned local authority and/or other public authority and/or the Promoter / Maintenance Agency and in the event of the Purchaser and/or any person claiming by or through the Purchaser committing any act, deed, commission or omission in contravention to the above provisions, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and/or the Promoter and/or Maintenance Agency nominated by Promoter.
- ff. The Promoter shall lay drains, sewer, gas, water and electrical pipelines, telecom conduits, ducts, cables and other installations over / under the said Land and/or the building and the Purchaser shall not object to or demand removal of the same.
- gg. The Purchaser undertakes not to demolish or cause to be demolished the Unit or alter any part thereof, inter alia including the elevation, section, details and outside colour scheme of The Capital District and to keep the portion, sewers, drains and pipes and all other amenities in the said Unit and appurtenances thereto in good tenantable condition, and in particular so as to support shelter and protect the other part of the sub-wings(s) or wing(s) of the said The Capital District and the Purchaser shall not chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. or other structural members in the said Unit without the prior written permission of the Promoter.
- hh. So long as each Unit in the Retail space is not separately assessed for municipal taxes, water and sewerage taxes, outgoings etc., the Purchaser undertakes to pay to the Promoter, his / her / their proportionate share of such taxes and outgoings assessed on the whole Township, in such proportion to be determined by the Promoter on the basis of the total saleable area of each Unit in Retail space / The Capital District as the case may be.
- ii. The Purchaser, along with the other purchasers will not require the Promoter to contribute to the proportionate share of the maintenance charges in respect of the units which are meant for sale but not sold and remaining unused by the Promoter.
- jj. It is hereby expressly agreed by the Purchaser that the Purchaser's fit-out agent / interior contractor, shall provide structural drawings layouts and specifications for any changes in the existing building structures with relevant NOC / approval from the Promoter as per the fit-out guidelines provided in **Annexure IV**. The do's and don'ts provided in the **Annexure IV** with regard to structural works,

electrical works and plumbing works shall be abided by the Purchaser and all persons employed by him for the purpose of installation of interiors of the Unit. Any violation of the conditions in **Annexure IV** shall involve imposition of damages as well as penalty based upon the intensity of the violation and the same will be at the sole discretion of the Promoter.

18. **RIGHTS AND DUTIES OF THE PROMOTER:**

- a. The Promoter undertakes and represents that the changes suggested in the revised building plan application shall be carried out, provided the same has been approved by the CMDA and shall not in any way affect the rights and interests of the Purchaser.
- b. The Promoter shall be liable to pay the land tax in respect of the Schedule B Property up to the date of execution and registration of Sale Deed in respect of the Schedule B Property. The Purchaser is solely responsible and liable for payment of the property tax and other relevant taxes / charges and duties to the respective authorities with respect to the Schedule B Property thereafter, subject to the terms of this Deed.
- c. In the event of the Association being formed and registered before the sale and disposal of all the units by the Promoter; the power, authority and control of the Promoter in matters concerning the unsold units and their disposal thereof, shall be absolutely vested with the Promoter.
- d. **LOCATION OF COMMON SERVICE AND AMENITIES** The Promoter shall have the exclusive right to determine the locations of the underground sumps, septic tanks, generators, WTP, transformers, pillar boxes, STP, lights, bore wells etc., in the Township.
- e. **RIGHT OF PROMOTER TO ENTER THE UNIT:** The Promoter / Maintenance Agency / respective Associations shall have the rights of unrestricted access to all common areas, garages / closed parking's and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the respective Association and/or Maintenance Agency to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect(s).
- f. The Promoter shall have the right to inspect the fit-outs carried out by the Purchaser after the handing over of the Unit. Further the Promoter shall be vested with the authority to enter into the Unit without any prior notice, after handing over to the Purchaser, in the event of any breach of fit-out guidelines provided in **Annexure IV** of this Deed for the purpose of addressing, rectifying and repairing the damages caused on account such breach.

19. **USAGE AND LIMITED USAGE RIGHTS:**

- a. **Use of Basement, Podium and Service Areas:** The basement(s), podium(s) and service areas, if any, as located within the Schedule A Property, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-stations, transformers, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per the sanctioned plans. The Purchaser shall not be permitted to use the services areas, podiums and the basements in any manner whatsoever, other than those earmarked as parking spaces.
- b. The Purchaser agrees that the earmarked car parking spaces in the basement being part of the common area, is being treated as limited common area which the Promoter will allot for the exclusive use of the Purchaser. The Purchaser agrees that they shall at no time before or after the completion of the Township and / or the formation of the Association, claim any rights thereto or deprive other purchasers of their car parking spaces.
- c. The car parking spaces provided in the Township are for the benefit of all the purchasers of the respective units and such other developments as may be determined by the Promoter.
- d. The Purchaser declare that he / she / it / they is / are bound by the car parking spaces earmarked for his / her / their use and will not dispute the authority of the Promoter in doing so and further desist from making any issue or claims in respect thereto and in the event of the Promoter being exposed for any monetary claims pursuant to such earmarking of parking spaces, the Purchaser agrees and binds himself / herself / themselves to indemnify and keep the Promoter indemnified from such claims and demands at all times.
- e. The Purchaser(s) is / are only entitled to claim right in respect of undivided share in the land, Common areas, amenities and facilities as provided and specified in this Deed and cannot claim right beyond the scope of this Deed for any reason whatsoever.
- f. **SIGNAGES AND USE OF ATRIUMS:** The Purchaser agrees and acknowledges that the Promoter / Maintenance Agency shall have the right to host promotional / social / marketing events at their cost and expense in the common areas of the Market of India. The Promoter / Maintenance Agency reserves the exclusive right to designate or earmark the places to display or install signages and advertisements in the common areas of the Market of India. The Purchaser agrees and acknowledges that he / she / they shall not have any right to put up signages, except in those places specifically earmarked by the Promoter / Maintenance Agency for the said purpose.

20. **SANCTIONS AND APPROVALS:**

- a. The statutory approvals, including State and Central Government approvals / permissions including amendments / modifications / alterations, its departments, local bodies, authorities, CMDA, TNEB, Greater Chennai Corporation, CMWSSB and all other concerned authorities, may mandate the Promoter to handover certain percentage of Land to the statutory authorities concerned, as a condition for granting approval. The Promoter 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 the statutory approvals.
- b. The Promoter hereby covenants that the various phases of development in the Township shall be constructed as per the approved building plans.
- c. The Purchaser is aware that the present plans sanctioned by the competent authority is valid for a specific term, the Promoter shall be responsible to get the approvals duly renewed, the Purchaser hereby give their specific consent and empower the Promoter to file necessary renewal application with the appropriate authority and to comply with any statutory requirement for such renewal.
- d. The Purchaser agrees that the Promoter has the right to revise the master plan, site plan and the plan sanctions obtained for the future phase of the Township without in any way affecting the right of the Purchaser under this Deed and the Purchaser hereby authorizes the Promoter in this regard.

21. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC., BY THE PURCHASER:**

The Purchaser is entering into this Deed for the purchase of the Schedule B Property with the full knowledge of all laws, rules, regulations, guidelines, notifications and declarations applicable to the Township in general and this Township in particular. That the Purchaser hereby undertakes that he / she / they shall comply with and carry out, from time to time after he / she / they had taken over for occupation and use the said Unit, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Unit at his / her / their own cost.

22. **STAMP DUTY AND REGISTRATION CHARGES**

The Purchaser shall bear all stamp duty, registration charges and all incidental expenses for registering the Deed and do hereby undertake to pay on demand to the Vendor / Promoter, all expenses towards stamp duty, registration fees, legal and incidental expenses in the nature of personal services rendered by the Vendor for conveyance of Schedule B Property in favour of the Purchaser.

SCHEDULE OF PROPERTY

SCHEDULE – A

(Description of Land earmarked for the development of The Capital District)

All that piece and parcel of land admeasuring an extent of 2.65 acres comprised in R.S. No. 222/2 (Part) in Block No.12, Perambur Town, Division 73, Zone VI, Perambur Taluk, within the Limits of Greater Chennai Corporation and is bounded on:

North by	R.S. No. 222/2 Part
South by	R.S. No. 222/2 Part
East by	R.S. No. 222/2 Part
West by	Cooks Road

SCHEDULE – B

(Details of Unit along with Undivided Share of Land)

Unit bearing No. [●] in the [●] Floor, in Block No. [●] being Retail space having a Saleable Area of [●] Sq. ft. (inclusive of proportionate share in common areas) in The Capital District in the Township known as ‘SPR City – A Project with Binny Limited’, along with [●] Sq. ft. of Undivided Share in the Land from and out of the total extent measuring [●] acres described in the Schedule A Property, situated at No. 1, Cooks Road, Perambur, Chennai – 600 012.

The area details are tabulated below:

Particulars	Area (in sq. ft.)
Carpet Area	[●]
Proportionate Share in Common area	[●]
Total Saleable Area	[●]

ANNEXURE I

Specification list of the Unit)

Description	Existing & Finalized Specifications
Flooring	[●]
Wall	[●]
Ceiling	[●]
Shop front	[●]
AC	[●]
Power supply	[●]
Telephone	[●]
Fire Protection system	[●]
Electrical	[●]
	[●]

ANNEXURE II
(Payment Details)

Total cost of the Unit with Taxes (“ Consideration ”)	Rs. [●]/-
Advance Maintenance Charges (Saleable Area* [●]* 36 months)	Rs. [●]/-
18% Tax on Advance Maintenance Charges	Rs. [●]/-
Corpus Fund (Saleable Area*[●])	Rs. [●]/-

Total cost (Applicable for Registration charges calculation)	Rs. [●]/-
Total cost (Applicable for Registration charges calculation)	Rs. [●]/-
Composite Value (Saleable Area * Rs. [●]/-)	Rs. [●]/-

- i. Rs. [●]/- (Rupees [●] Only) calculated at the rate of Rs. [●]/- per sq. ft, per month on the total Saleable Area (as morefully described in Schedule B Property), per month, towards Initial Advance Maintenance charges. Taxes, as applicable, will be charged extra on the Initial Advance Maintenance charges. The said amount shall become payable on the Notified Date or as agreed upon hereinbefore irrespective of whether the possession is taken over or not by the Purchaser.
- ii. Rs. [●]/- (Rupees [●] Only) towards Corpus Fund, calculated at the rate of Rs. [●]/- (Rupees [●] Only) per sq. ft, on the total Saleable Area. The said amount shall become payable on the Notified Date or as agreed upon hereinbefore, irrespective of whether the possession is taken over or not by the Purchaser.

ANNEXURE III

(List of amenities in the Retail space)

Common Areas and Amenities

- a. Staircases
- b. Lifts
- c. Lobbies
- d. Passages
- e. Access
- f. Toilets

ANNEXURE IV

Do's and Don'ts for Structural Changes

The Purchaser or his / her / it's fit out agent / contractor shall provide structural drawings layouts and specifications for any changes in the existing building structures with relevant NOC / approval from the Promoter, as per the following requirements and guidelines provided herein: -

Structural:

1. Any changes or modification to the interior layout representing changes in room layouts / alteration

/ changes in opening (Door / Window) by the Purchaser shall be highlighted in the drawings to be provided to the Promoter. It has to be concluded and approved in writing by the Promoter before commencement of interior works.

2. Any sort of drilling, chipping, chiseling and core cutting over of the structural members such as slabs, columns, core walls, shear walls and beams etc. shall not be permitted.
3. Any type of work including but not limited to the removal and modification of external wall which would affect the facades of the building is not allowed and in case of any violation, the work will be stopped by the Promoter.
4. Any changes of wall cladding, floor finishes, thickness of screed, shall be informed prior to the Promoter and shall be in conformity with the load capacity approved by the Promoter. Thickness of flooring of any pattern & materials restricted to 90 Kg/ Sq.M
5. There shall not be any change on position, alteration or modification of the main entrance door of the Unit.
6. There shall not be any holes, drills or any work affecting any beams and columns of the Unit.
7. No modification or change of usage of various area(s) in the Unit including but not limited to Open to Sky (OTS), shafts and balcony shall be permitted without the prior written approval of the Promoter.
8. Any changes in wet area usage / introducing new wet area should be water proofed with poly urea and all concealed lines (plumbing and electrical) should be checked with necessary water pressure tests before doing any tiling work. Further, in places like restaurant, cafeteria etc., where food manufacturing / brought from outside, the Promoter should be informed well in advance to deploy team to witness the quality of the water proofing work done by the Purchaser, by testing. Only after the clearance of the Promoter for tiling work, the Purchaser has to proceed. –For individual shops, common toilet block to meet
9. Wet area water proofing shall be done by the Promoter at the additional cost to be paid by the Purchaser. In case permission is granted to Purchaser to carry out the work, the same shall be subject to prior intimation given to the Promoter to deploy engineering resource for carrying out stage wise inspection, supervision and monitoring the progress and to avoid destructive activities over the RC elements.

10. Open balconies / light roof coverage areas should not be converted into full usage space.
11. Floor loading (Materials stocking & stacking) should not be more than 400 Kg / Sq.M
12. The creation of mezzanine floor in the Unit is strictly prohibited to ensure building safety.
13. There should not be any suspended support from slab soffit except for false ceiling and hoarding (Display board)
14. The lifting of goods should be done only using service elevators and should ensure the weight of goods are well within the lift capacity as designed. Provided that lifting of goods using other elevators than service elevators is strictly prohibited.
15. Refuge floor should be free from materials stocking & stacking.
16. All corridor should be free to ensure free movement to shop owners, public etc.,
17. Additional core cutting and cut out shall not permitted in any structural element like slab, beam and columns
18. The Purchaser of the Unit is strictly prohibited from accessing the terrace floors in the Retail space/Market of India, to ensure safety of building premises and life.

Mechanical, Electrical and Plumbing:

Electrical works-

1. The fit-out electrical contractor should comply with relevant standards during the installation of electrical services & apparatus.
2. Component and parts of the installation such as cables, apparatus, equipment and accessories shall comply with the relevant Indian Standards (IS) / National Building Code (NBC). Do not use the bare wires without proper sockets.
3. The electrical loads should not exceed the allotted capacity of each circuit.
4. Use proper Personal Protection Equipment (PPE) during the execution of electrical works.
5. Any difficulties in wiring / other modifications shall be brought to the Promoter's notice, and breaking of elements are strictly prohibited.

6. Laying of flooring conduits and wiring are totally unsafe and not a good practice and should be avoided.
7. Disturbing or wall chasing in Reinforced Cement Concrete (RCC) slab / wall / column for any electrical work is strictly prohibited.
8. The Distribution Box ('DB') shall not be relocated.
9. All equipment / lights to be connected with earth wires from DB for human safety.
10. All wiring in DB should be done as per the standard electrical layout. Lighting circuit and power circuit should not be mingled.
11. Earth leakage circuit breaker should not be replaced with Miniature Circuit Breaker (MCB).

Lift

1. License for the lift should be renewed as per the norms by the Purchaser.

Heat, Ventilation and Air conditioning (HVAC)-

1. All AC and drain piping should be either concealed or laid in the shaft/duct. Any piping in the external facade is to be strictly prohibited.

Plumbing work-

1. No coring on floor slab for drain pipe is permitted.
2. Any modifications in the wet areas is not permitted and should be as per the specifications mentioned in the Mechanical, Electrical and Plumbing (MEP) layout.

Fire Fighting-

1. Fire escape staircase should not be encroached.
2. Access to fire escape staircase to be left free.

External Common Areas and Roads-

1. Roads should be kept free for emergency vehicle access.
2. Parking is not permitted in common areas. It should be made only in the allotted car parking space.
3. Spitting and littering are strictly prohibited in all common areas.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE SIGNED THIS DEED ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED.

PURCHASER

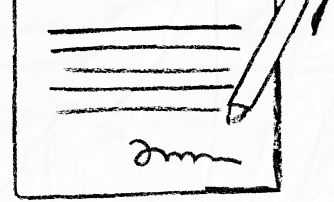
VENDOR

WITNESSES:

1.

2.

Drafted By:



our services doesn't just end there



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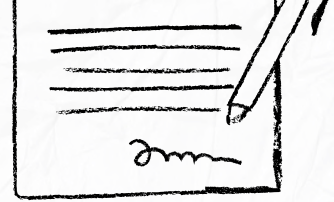
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Zoning & Land Use Analysis

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Forms & Templates, Document Generator, Document Translation, Dictionary



Vastu & Property Management Tools

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