

as advance sale consideration, the receipt of which the owners/builder has/have acknowledged before the under signed witnesses and after payment of the aforesaid sale consideration and amount shown in the construction agreement, the Owners shall execute a Deed of Absolute Sale, conveyance to the PURCHASERS duly conveying the aforesaid fraction of undivided share, right, title and interest in the Schedule Property and the Owner shall also join in the capacity of PROMOTER in the execution of the Deed of Absolute Sale and conveyance as a Confirming/Consenting Party.

3. Each of the parties hereto is entitled to enforce specific performance of this agreement against the other.

4. The OWNERS/PROMOTERS hereby covenant and assure the PURCHASER/S that the said OWNERS are the absolute owners of the Schedule Property and the Schedule I Property is free from any encumbrance, charges and mortgages whatsoever and the same is not the subject matter of any attachment or other legal proceedings before any Court of Law, Taxation or other statutory authorities and the OWNERS are in actual possession and enjoyment of the same and they have competent to enter into this agreement and to effect sale of the Schedule II Property as per the terms of this agreement. The Owners/Promoters shall indemnify and keep the Purchaser/s indemnified against any loss, expenses or costs incurred by the Purchaser/s due to any defect in the title to the Property.

5. All the expenses relating to the Stamp Duty, registration and other incidental expenses shall be borne by the Purchaser only.

6. The PURCHASER/S shall be entitled to enter into an agreement with the Promoter for the construction of a residential flat on the Schedule I property.

G. Govindan