

TP 63509354/2019 3410/2019

Fern A 308

# भारतीय गैर न्यायिक

बीस रुपये

₹.20

भारत

Rs.20

TWENTY  
RUPEES

INDIA

## INDIA NON JUDICIAL



தமிழ்நாடு TAMIL NADU

- 9 MAY 2019

CASAGRAND BUILDER PVT. LTD.

64AB 121432

I. JACINTHA  
Mobile Vendor Lic. No. 20540/04/07/01  
No. 3, Suresh Nagar, Kadungaiyur  
Chennai - 600 051

### CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("AGREEMENT") ENTERED INTO AT CHENNAI  
ON 16<sup>TH</sup> DAY OF MAY 2019

BY AND BETWEEN

M/s.CASAGRAND BUILDER PRIVATE LIMITED [PAN: AACCC2758A], (formerly known as M/s. Casa Grande Private Limited), a company incorporated under the provisions of Companies Act, 1956, and having its Registered Office at NPL Devi, New No.111, Old No.59, L.B. Road, Thiruvanmiyur, Chennai – 600 041, represented by its Authorized Signatory Mr. G. Sethupathy [Aadhaar No. 3042 3858 6436], son of Mr. S. Gurunathan, aged about 43 years (by virtue of board resolution dated 01.03.2019), hereinafter referred to as the "PROMOTER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-office, executors, receivers, attorneys, administrators and assignees etc.);

for Casagrand Builder Private Limited

ALLOTTEE(S)

G. J. Raja

Document No.	3410	of	2019	Authorised Signatory
Contains	46	Sheets	PROMOTER	Sheet
Registering Officer				



AND

- (1) **Mr. G PATHMANABAN** [PAN: ASIPP2883N], son of Mr. P Govindhan, aged about 34 years;
- (2) **Mrs. M ANITHA** [PAN: ALFPA1852Q], wife of Mr. G Pathmanaban, aged about 32 years;

both residing at No.F4, Guru Kailash Apartments, Pamban Swamigal Salai, Chitlapakkam, Chennai - 600 064, hereinafter called the "**ALLOTTEE(S)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, receivers, attorneys, administrators, successors-in-interest and assignees etc.);

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

**WHEREAS:**

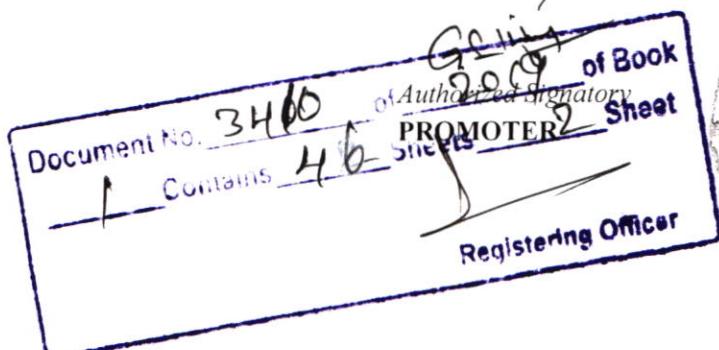
- A. The Promoter herein and Mrs. M. Bhuvaneswari, Ms. M. Rani, Ms. M. Thiruveni, Mr. M.D. Veeraraghavalu, Mr. M.D. Bhaskar and Ms. G. Gomathi, represented by their Power Agent M/s. Casa Grande Civil Engineering Private Limited are the absolute and lawful owner of lands admeasuring 4.31 Acres comprised in Survey Nos. 386/3B1, 386/3B2, 386/3B3, 386/3B4, 386/3B5, 386/3B6, 386/3B7, 386/3B8, 386/3B9, corresponding to the Old Survey Nos. 386/3B, 386/4B, 386/5B situated at Perungalathur village, Tambaram Taluk and Kancheepuram District, morefully described in Schedule 'A' hereunder ("Said Land");
- B. The Promoter have entered into a Development Agreement dated 16.12.2016 with the aforesaid Power Agent M/s. Casa Grande Civil Engineering Private Limited and the Promoter has formulated a scheme for developing the Schedule 'A' property into a residential project;
- C. The Promoter along with the said Power Agent M/s. Casa Grande Civil Engineering Private Limited have gifted an extent of 1624.90 Sq. Metre [i.e. 17491 Sq.ft. or thereabouts] towards Open Space Reservation Area and 1227.82 Sq. Metre [i.e. 13217 Sq.ft. or thereabouts] towards Road Area and the gifted portion totally admeasuring **30708 Sq.ft. or thereabouts** required by the approval authority and in evidence thereof two Gift Deeds both dated 13.02.2017, registered as Document Nos. 780/2017 & 781/2017, SRO at Padappai, and morefully described in Schedule 'B' Property hereunder and thus they are having an extent of **1,57,036 Sq.ft.** (after leaving the above said OSR & Road Area) of land as described in Schedule 'C' Property for developing and selling.
- D. The Promoter has obtained requisite sanctions, authorizations, consents, no objections, permissions and approvals from the appropriate authorities for construction and development of the Project vide Planning Permit No. B/Spl. Bldg/90 A to I/2017, dated 27.03.2017 issued by Chennai Metropolitan Development Authority.

*for Casagrand Builder Private Limited*

*G Pathm*

*and the H*

ALLOTTEE(S)



- E. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Chennai on 21.08.2017 under Registration No.TN/01/Building/0026/2017; and
- F. The Allottee(s) 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;
- G. The Allottee(s) desirous of owning an Apartment in the Project and has agreed to purchase of **610 square feet** of undivided share of land in the Said Land, which is morefully described in Schedule 'D' hereunder and secured the right to appoint Promoter to construct an Apartment as per the scheme formulated by the Promoter;
- H. The Allottee(s) has applied for construction of an Apartment in the Project to the Promoter and the Promoter has agreed to construct and allot **Apartment No.A308** having **carpet area of 854 square feet**, morefully described in Schedule 'E' hereunder ("Apartment") to the Allottee(s).
- I. 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 Promoter regarding the Said Land on which Project is to be constructed have been completed;
- J. The Parties have decided to reduce the terms and conditions mutually agreed upon into writing through these presents.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

The Promoter and the Allottee(s) mutually agree and covenant as follows:

1. **ALLOTMENT:**

The Promoter hereby agrees to construct, allot and deliver the Apartment described in Schedule 'E' hereunder as per the specifications mentioned in the Annexure at the cost of the Allottee(s).

2. **CONSTRUCTION COSTS AND OTHER RELATED PAYMENTS:**

- a. The Construction Cost for the Apartment is **Rs.27,18,500/- (Rupees Twenty Seven Lakh Eighteen Thousand and Five Hundred only)** is agreed by the Allottee(s) with the Promoter and the said Construction Cost is exclusive of land cost that the Allottee(s) has agreed to pay separately;

*for Casagrand Builder Private Limited*

*C. Prathm*

*[Signature]*

**ALLOTTEE(S)**

*G. S. Iyer*  
Authorized Signatory

Document No.		3410	of	2019	of Book
Contains		46	sheets	3	Sheet
Registering Officer					



- b. The Allottee(s) has/have paid a sum of **Rs.2,70,060/- (Rupees Two Lakh Seventy Thousand and Sixty only)** to the Promoter as advance amount towards construction cost;
- c. The Allottee(s) agrees to pay the balance construction cost of **Rs.24,48,440/- (Rupees Twenty Four Lakh Forty Eight Thousand Four Hundred and Forty only)** in the manner following:

<b>Sl. No.</b>	<b>Period of Payment</b>		<b>Amount</b>
1.	50 days from the date of booking	<b>Rs.</b>	<b>598140</b>
2.	Foundation Stage	<b>Rs.</b>	<b>370060</b>
3.	First Floor Slab	<b>Rs.</b>	<b>185030</b>
4.	Second Floor Slab	<b>Rs.</b>	<b>185030</b>
5.	Third Floor Slab	<b>Rs.</b>	<b>185030</b>
6.	Fourth Floor Slab	<b>Rs.</b>	<b>185030</b>
7.	Brick work and Plastering [Registration of Sale Deed]	<b>Rs.</b>	<b>555090</b>
8.	Handing Over	<b>Rs.</b>	<b>185030</b>
		<b>Total</b>	<b>Rs. 2448440</b>

- d. The Allottee(s) has/have further agreed to pay a sum of **Rs.4,44,072/- (Rupees Four Lakh Forty Four Thousand and Seventy Two only)** towards tax. Provided that in case there is any change / modification in the existing taxes and any other new Taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased / reduced based on such change / modification;
- e. The Allottee(s) has/have agreed to pay a sum of **Rs.25,000/- (Rupees Twenty Five Thousand only)** towards corpus fund. The corpus fund to be utilized for any expenditure in maintenance of the building and other infrastructural facilities and amenities in the Project shall be paid at the time of demand raised by the Promoter. The Promoter shall transfer this amount after deducting any expenses incurred, for the purpose of maintenance of the buildings; without interest to the agency to be appointed by the Association / Society to be formed by the Allottee(s) with other Allottees;
- f. The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated above and the Allottee(s) shall make payment within 15 days from the date of such written intimation;
- g. The Construction Cost is escalation-free, save and except increases, which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges, which may be levied or imposed by the competent authority from time to time;

C. Parkar

Shanthi M

ALLOTTEE(S)

for Casagrand Builder Private Limited

Document No.	3410	Authorised Signature
Consultant	46	of Book
PROMOTER	4	Sheet
Registering Officer		



- h. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall quote the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee(s);
- i. The Allottee shall make the payment as per the payment plan provided in clause 2(c) with tax and other charges, if any, provided in this agreement. The Allottee(s) authorizes the Promoter to adjust all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee(s) undertakes not to object/demand/direct the Promoter to adjust this payment in any particular manner.

### 3. MODE OF PAYMENT:

- (a) All payments shall be made by Cheques or Demand Drafts or through RTGS. The date of credit of the amount into the account of the Promoter will be considered as the date of payment made by the Allottee(s) and the delayed payment charges will become payable from the due date;
- (b) The Allottee(s) hereby undertakes and assures that based on the stage intimation letters issued / to be issued by the Promoter to the Allottee(s), the above payments shall be made by the Allottee(s) within the due date and without any further demand, as time for payment of the above said sums being the essence of the contract and the Allottee(s) is fully informed by the Promoter that any default in payment of the above said amount would affect the completion of the Project;
- (c) The Allottee(s) shall not delay, withhold or postpone the payments due as provided in this agreement, on whatever reason and in that event, the Allottee(s) shall be responsible for any consequential sufferance or damages and they shall adhere to clause 5(a)(1) mentioned herein. The Promoter will have the first charge or lien on the said premises on all balance amounts due by Allottee(s) until they are paid;
- (d) The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other

*C. Pratik M.  
Shrikant M.*

for Casagrand Builder Private Limited

Document No. 3410	Contract No. 46	Page No. 25
Authorized Signatory		Registering Officer
PROMOTER		

ALLOTTEE(S)

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

#### 4. PERIOD OF COMPLETION AND HANDING OVER OF POSSESSION:

- (a) The Promoter shall endeavor to complete the construction of the Apartment by **September 2019**. The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment as committed, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the allotment within six months from that date of determination of impossibility of performance. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/she 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 Agreement;
- (b) The Promoter, upon completion of construction of the Apartment shall intimate to the Allottee(s) of the same at the last known email / mail address of the Allottee(s) by email or letter and the Allottee(s) shall take possession of the Apartment within 15 days of receipt of such intimation. The Promoter shall not be liable in any manner whatsoever, for failure of the Allottee(s) to take over possession of the Apartment;

*for Casagrand Builder Private Limited*

*C-Patw*

*Amtha*

<i>ALLOTTEE(S)</i>	Document No. <u>3410</u> of <u>20C9</u>		<i>Ganesh</i>
	<i>Contains</i>	<u>46</u> Sheets	
	<u>6</u>	<i>PROMOTER Sheet</i>	
<i>Registration Office</i>			

- (c) Upon receiving a written intimation from the Promoter as above, the Allottee(s) shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation, if required, and the Promoter shall give possession of the Apartment to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided above, such Allottee(s) shall continue to be liable to pay maintenance charges of Rs.10/- per Sq.ft. of super built-up area till the date of taking possession ;
- (d) The Promoter shall hand over possession of the Apartment to the Allottee(s) as committed subject to receipt of the entire consideration including all other payments as agreed vide this Agreement and Agreement of sale etc., It is made abundantly clear that the obligation of the Promoter to handover the Apartment to the Allottee(s) does not arise until the Promoter receives the entire payment/s as said above;
- (e) The Allottee(s) shall not do or permit any agent / workers to carry out any work in the Apartment, until possession is handed over to the Allottee(s).

#### **5. BREACH OF TERMS AND ITS REMEDY:**

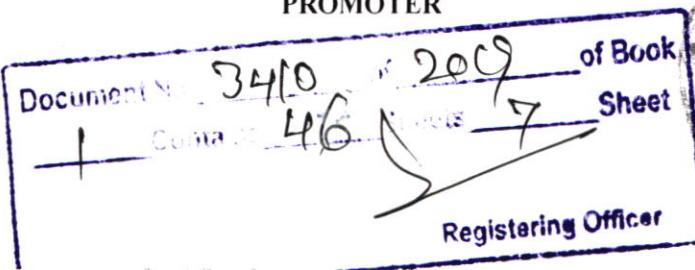
##### **(a) ALLOTTEE'S COVENANT:**

1. In the event of the Allottee(s) failing to pay the balance construction cost with tax and other charges, if any, provided in this agreement or cancel/withdraw from the Project except for the default of the Promoter, then the Promoter at their discretion after due notice of 30 days to the Allottee(s) is entitled to cancel this Agreement and re-allot the Apartment, to the another party and the Allottee(s) shall thereafter have no right, interest or claim over the Apartment. Consequent to such termination, subject to deduction of the 10% of total consideration, the Promoter shall refund the monies collected from the Allottee(s) within 90 days of such cancellation without interest, simultaneous to the Allottee(s) executing necessary cancellation and registration of the Agreement and/or sale deed by the Allottee(s);
2. The Allottee(s) hereby agrees that the assignment of the Allottee's right under this agreement to any third party is subject to the prior written permission of the Promoter and further agrees to pay to the Promoter an Assignment fee of 10% of Construction Cost ("Assignment Fee") in the event the promoter provides consent;
3. The Parties hereby confirm that this Agreement and the Agreement for Sale of even date entered into by the Allottee(s) shall co-exist or co-terminate;
4. It is specifically agreed by the Allottee(s) that the Allottee(s) shall bear all statutory charges from the date of intimating the readiness of the Apartment for handover by the Promoter;

*for Casagrand Builder Private Limited*

*Chethan  
Anthe M*  
**ALLOTTEE(S)**

*G. Srinivas*  
Authorized Signatory  
**PROMOTER**



5. If the payment as agreed and as provided in this agreement remains to be paid and the Allottee(s) defaults thereof, the Allottee(s) undertakes and agrees to pay the interest which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent as prescribed under Tamil Nadu Real Estate (Regulation and Development) Rules, 2017, on the payments as agreed and fallen due from the date of default till the date of payment to the Promoter.

(b) PROMOTER'S COVENANT:

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

1. Promoter fails to provide ready to move in possession of the Apartment to the Allottee(s) within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects;
2. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Real Estate Regulatory Authority Act or the rules or regulations made there under;
3. In case of default by Promoter under the conditions listed above, the Allottee(s) is entitled to be paid, by the promoter, the interest at the rate of the interest, which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent as prescribed under Tamil Nadu Real Estate (Regulation and Development) Rules, 2017, for every month of delay till the handing over of the possession of the Apartment;
4. The Promoter will not be liable for any delay in Corporation / Municipality / Panchayat Union, Tamil Nadu Electricity Board, Water supply and Sewerage Board, any other statutory authority giving their connection in respect of Water, Drainage and Electricity in spite of the initiative/follow-up actions taken by the Promoter.

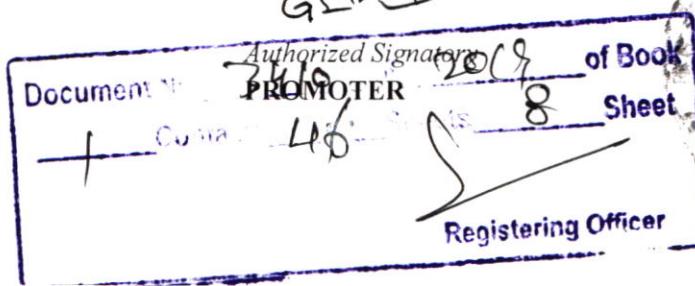
6. MAINTENANCE OF COMMON AREAS AND AMENITIES IN THE PROJECT:

- (a) Maintenance: The Promoter shall oversee the maintenance at no extra cost to the Allottee(s) for the first six months from the date of delivery of Apartment and thereafter it is common date to all Apartments for both delivered / undelivered Apartments. The Allottee(s) agrees to this arrangement in the common interest of maintenance of the project and its related services that the maintenance will be appropriated for all the Apartments at one stroke with one start date and end date spanning for a period of six months;

*G. P. S. N.*  
*Anil Kumar*

ALLOTTEE(S)

for Casagrand Builder Private Limited



- (b) Further to the aforesaid maintenance period, if the Promoter or its nominee proposes to maintain the project and if the Allottee(s) or the Association of the project agrees for the same, the parties may mutually agree to execute an independent maintenance agreement with the Promoter or nominated maintenance agency. The rights, duties and obligation of maintenance of the Common Areas and amenities provided in the Project may be captured in the said maintenance agreement ("Maintenance Agreement");
- (c) Any capital expenditure for providing additional amenities shall be met out by the Promoter from and out of the Corpus Fund with the consent of the association of allottees;
- (d) The capital expenditure spent of the Corpus Fund shall be replenished by raising pro-rate demand and collection from each Allottee, if the Allottee(s) defaults in making the proportionate Corpus Fund the Promoter shall be entitled to collect the prescribed interest for the due payments.
- (e) The Allottee(s) along with the other allottees of the Project shall ensure that the owners welfare association is formed as per the provisions of the Tamil Nadu Apartment Ownership Act, 1994 ("Owners Association"). The Promoter shall render its co-operation and facilitate in formation of the Owners Association;
- (f) The Promoter shall render proper accounts to the Owners Association at the time of handover of the maintenance with respect to the spending from Corpus Fund collected;
- (g) Subsequent to the taking over of maintenance by the Owners Association, the Allottee(s) shall pay / continue to pay the all costs, charges, expenses, relating to the management, maintenance and upkeep of common areas and common facilities / amenities within the Project on pro-rata basis or in another manner as deemed fit by the Association. The Promoter shall not be liable for any shortcomings or deficiency thereof, in any manner whatsoever;
- (h) It is specifically agreed by the Allottee(s) that the Allottee(s) shall pay their pro-rata maintenance charges for the common areas, common amenities / facilities in the Project in time and without any delay and in the event of the Allottee's inability to pay the maintenance charges or any default or delay in payment of maintenance charges and deposits if any, the Allottee(s) may be deprived of his/her/its/their rights to enjoy the common facilities and amenities. In addition to that, such defaults will be displayed in the notice board within the Project.

*G. Prathap*

*St. No. 4*

ALLOTTEE(S)

for Casagrand Builder Private Limited

*G. Prathap*

Authorized Signatory

PROMOTER

Document No.	3410 204	of Book
Page No.	46	Sheet
Registering Officer		

**7. SANCTIONS AND APPROVALS:**

- (a) The statutory approvals, including State and Central Government approvals/permissions including amendments / modifications / alterations, its departments, local bodies, authorities, Directorate of Town and Country Planning, Tamil Nadu Electricity Board, Corporation/s, 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 statutory approvals;
- (b) The Promoter hereby covenants that the Project shall be constructed as per the approved building plan;
- (c) The Allottee(s) is aware that the present plans sanctioned by the competent authority is valid for specific term, the promoter shall be responsible to get the approvals duly renewed, the Allottee(s) 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.

**8. DEFECTS LIABILITY:**

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(s), 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(s), 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. However, the Promoter shall not be responsible for routine/non-structural cracks resulting from differential co-efficient of thermal expansion, non-monolithic joints, seasoning effects, sweating of walls, etc. and due to normal wear and tear, abuse, negligence and improper usage by the Allottee.

*GKtW*  
for Casagrand Builder Private Limited

*[Signature]*  
ALLOTTEE(S)

*GKtW*  
Authorized Signatory

PROMOTER

Document No	3410	2009	of Book
Page No	46	Sheet	
Registering Officer			

#### 9. LOANS AND FINANCIAL ASSISTANCES:

- (a) The original Sale Deed relating to the Schedule 'D' 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(s) to the Promoter. However, if the Allottee(s) prefers/s to avail loan, the original Sale Deed in respect of Schedule 'D' Property will be released directly to the mortgagee / Banks / Financial Institutions, after obtaining a commitment letter from the mortgagee / banks / financial institutions. The Promoter undertakes to furnish one set of photocopies of title deeds pertaining to the Schedule 'A' Property to the Allottee(s). In the event of foreclosure of the loan by the Allottee(s) prior to handing over the Schedule 'E' Property by the Promoter to the Allottee(s), the Allottee(s) 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(s) to the Promoter;
- (b) All the payments to be paid under this Agreement by the Allottee(s) to the Promoter, apart from the loan amount, shall be paid directly by the Allottee(s) to the Promoter;
- (c) All the loan amount/s, availed by the Allottee(s), 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(s);
- (d) Notwithstanding whether the loan is obtained or not, the Allottee(s) shall still be liable to pay to the Promoter on the due dates the relevant installments and all other sums due under this Agreement and in the event, if there is any delay and or default is made in payment of such amount/s, the Allottee(s) shall be liable for the consequences including payment of delayed payment charges on the outstanding payment as provided in this agreement.

#### 10. RIGHTS AND DUTIES OF THE ALLOTTEE:

- (a) While the Allottee(s) would have absolute and exclusive ownership / possession / enjoyment of the Apartment, after handing over, the Allottee's right, title and interest in the common areas shall be enjoyed in concurrence with other owners / residents of other Apartments in the Project, who would be equally entitled to the common amenities / facilities / easements available in the Project, all costs of repairs / maintenance of which common enjoyments shall be shared by all the owners, including the Allottee(s) as per the articles / regulations / bye-laws of the Association to be formed by all the Apartment owners in the Project;

*for Casagrand Builder Private Limited*

*C. Balaji*  
Anthe M

**ALLOTTEE(S)**

*G. Srinivas*  
Authorized Signatory

**PROMOTER**

Document No.	3400	of Book
Content	46	Sheet
Registering Officer		



- (b) It is abundantly made clear that all the service lines, ducts, watercourses and other facilities passing through the Said Land shall be treated as common to all the owners, which shall be maintained by the Association. The owners of the Apartments shall not object to the common services passing through their respective Apartments and allow the service persons to do the maintenance services in the areas through which the services are passing through;
- (c) The Allottee(s) shall adhere to the maintenance and usage guidelines provided by the Association to maintain harmonious community living and ensure that rights and enjoyment of other Apartment owners are not affected;
- (d) The Allottee(s) covenants not to make any alteration in the structure / design / colour of the Apartment, which may affect directly or indirectly, the structural safety & stability and the aesthetic elevation of the building complex;
- (e) The Allottee(s) or their tenants (Occupants) and/or Association shall not, at any time, encroach and carry on in the common areas or within the Schedule 'A' Property, any commercial trade or business or use it for storage of anything which is offensive in nature, hazardous or inflammable or is likely to be a nuisance or danger or diminish the value or the utility of the other portions of the building in the Project in occupation of the owners of other Apartments or their successors in title and further shall not do or commit any activity which is unlawful and anti-social;
- (f) The Allottee(s) shall either in his/her/its/their individual capacity or as a member of the Association / Society, after its formation, come to an understanding with the other owners of the Apartment shall operate and maintain all the essential amenities provided, either individually or through the Association whenever required and in good running condition. It is the responsibility of the Allottee(s) and or the Association to ensure proper assistance to the government officials concerned during periodical inspection;
- (g) The Allottee(s) shall not either in his/her/its/their individual capacity or as a member of the Association, after its formation, come to an understanding with the other owners of the Apartment to utilize the common areas for commercial purposes or for earning income from outsiders;
- (h) The Allottee(s) agrees to sign from time to time all papers and documents and to do all things as the Promoter may require, for the effective completion of the construction and in matters connected with obtaining, erecting and providing the infrastructural facilities like water, sewerage, electricity, etc.;

*C. J. Balaji* for Casagrand Builder Private Limited

*Anthe M.*  
ALLOTTEE(S)

*G. R. Iyer*  
Authorized Signatory

Document No.	341 PROMOTER 20C9	of Book
Contains	46 Sheets	Sheet
Registering Officer		

- (i) The Allottee(s) shall not encroach upon the common areas;
- (j) The Allottee(s) shall not decorate the exterior of the proposed buildings in the Project otherwise than in a manner agreed to by the majority of the Apartment owners with the prior permission of the Association;
- (k) The Allottee(s) shall not put up any temporary or permanent structure anywhere in the Project nor change the elevation of the proposed buildings;
- (l) The Allottee(s) shall not make any alterations in the structural feature of the proposed building like R.C.C. Flooring, Roofing, columns and external walls during \ after completion, including the parking space allotted;
- (m) The Allottee(s) shall use the Apartment only for residential purposes and not to use for any other purposes and for business prohibited by law;
- (n) The Allottee(s) shall not cause any nuisance to the other occupants of proposed Apartments in the Project;
- (o) The Allottee(s) shall have no right to hinder the progress of construction of the residential Apartment buildings in the Project or any part thereof under any circumstances whatsoever, and at whatever stage of construction;
- (p) The Allottee(s) shall give all necessary support, assistance to the other Apartment owners / Association. The supporting common walls and roofs and all common areas of the buildings in the Project shall be maintained and repaired in common by all the owners of the Apartments in the Project;
- (q) The Allottee(s) shall park their cars / vehicles only at the specific car parking space allotted to the Allottee(s) and not at any other place around the building and shall use the Car Parking space only for parking their vehicles and shall not use the parking space for other purposes including storage of materials;
- (r) The contract to the extent applicable shall mutually be enforceable by every co-owner against the other co-owners of Schedule 'C' property and Allottee(s) agrees to the same.
- (s) The Allottee(s) shall not be entitled to claim partition of the undivided share proposed to be conveyed in his/her favour and the same shall always remain impartible.

*for Casagrand Builder Private Limited*

*C. J. Wadhwa*

*Anil H.*

ALLOTTEE(S)

*G. S. Singh*  
Authorized Signatory

PROMOTER

Document No.	3410	Page No.	209	of Book
Volume No.	1	Column No.	4A	Sheet
Registering Officer				



- (t) The Allottee(s) shall come forward for registration of this Agreement and all stamp duty, registration charges for registration of this Agreement and the sale deed in future shall be borne by the Allottee(s).
  - (u) The Project is expected to be completed within the time stipulated therein, subject to conditions of nature and other factors, which are beyond the control of the Promoter and however this does not include the delay on account of any delay or default in payment by Allottee(s) which delay is reckoned separately.

#### **11. RIGHTS AND DUTIES OF THE PROMOTER:**

- (a) The Promoter undertakes to develop the Project with good workmanship using standard materials, through its own labour, materials, tools, machineries and other equipment for the purpose of construction, or by appointing contractors / sub-contractors, engineers and supervisors at their choice and to take steps to complete the Schedule 'E' Property within the time stipulated for completion of the same;
  - (b) The Promoter shall be responsible and liable to pay the land tax in respect of the Said Land up to the date of execution and registration of Sale Deed in respect of Schedule 'D' Property or delivery of possession of the Schedule 'E' Property to the Allottee(s), whichever is earlier. From the date of intimating the readiness to hand over possession, the Allottee(s) is solely responsible and liable for property tax and other relevant taxes / charges and duties to the respective authorities with respect to the Schedule 'D' & 'E' Property;
  - (c) Further to completion of the project / Schedule 'E' property, the Promoter will give possession of the apartment to Allottee(s) within fifteen days from receiving the entire cost as per this Agreement together with land cost, all deposits, levies, taxes and cost for extra work, if any and the Allottee(s) shall sign the respective taking over letter without imposing any conditions. If final payment made through cheque / demand draft / pay order, possession will be given by the Promoter within fifteen days from the date of its encashment. No request to occupy the portion thereof by Allottee(s) before the completion of the apartment will be entertained;
  - (d) The Promoter reserves the rights to change specifications without prior notice in the interest of quality and timely delivery. Many of the materials used are subject to variations in tone, grain, texture, color and other aesthetic features which are beyond the control of the Promoter. They may not be the same as the samples shown, mostly due to non-availability at the time of construction. The Promoter reserves the right to replace unavailable materials with suitable alternatives. Any such change will not in any way be detrimental to the quality of the material. The Promoter will always attempt to minimize variations to specifications. However, the Allottee(s) is informed to expect variations within natural limitations;

*for Casagrand Builder Private Limited*

C. Peltz

Strike M

**ALLOTTEE(S)**

Document No.	<u>3410</u>	Authorized Signatory	<u>G. Ching</u>
		Date	<u>2019</u>
		PROMOTER	of Book
Col. No.	<u>46</u>	Page No.	<u>14</u>
Registering Officer			

- (e) The Promoter will provide only electrical points. The cost of all electrical fixtures and consumables like bulbs, fans, fittings etc., will be borne by the Allottee(s).

**12. NAME OF THE PROJECT:**

The Project to be developed by the Promoter is named as "**CASA GRANDE FERNS**" which shall not be changed / altered by the Allottee(s) at any point of time. The Promoter is expressly permitted to display, at all times, the name and logo of the Project along with the name of the Promoter or their group companies, upon the Project in such location 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. The Allottee(s) and/or the Association have no right to change/remove the display or position and place of the display under any circumstances.

**13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment 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.

**14. USAGE**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within "**CASA GRANDE FERNS**" project, shall be earmarked for purposes such as parking spaces and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottee for rendering maintenance services.

**15. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE(S):**

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

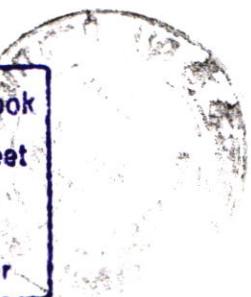
*for Casagrand Builder Private Limited*

*G. Jithu*  
*Anthe M*

**ALLOTTEE(S)**

*G. Jithu*  
Authorized Signatory  
**PROMOTER**

Document No.	2410	Date	2019	of Book
Page No.	46	Sheet No.	15	Sheet
Registering Officer				



**16. APARTMENT OWNERSHIP ACT:**

The Promoter has assured the allottee(s) that the project in its entirety is in accordance with the provisions of the Tamil Nadu Apartment ownership Act, 1994 and Allottee shall comply with the compliance as required under the Apartment Ownership Act.

**17. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/plot/building, as the case may be.

**18. RIGHT TO AMEND:**

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

**19. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S) / SUBSEQUENT ALLOTTEES:**

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

**20. WAIVER NOT A LIMITATION TO ENFORCE**

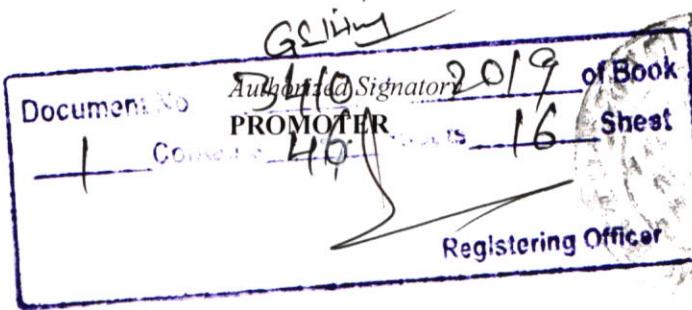
- (a) The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by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

**21. SEVERABILITY:**

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

*for Casagrand Builder Private Limited*

*C. J. Jithin*  
*Authorised Signatory*  
ALLOTTEE(S)



**22. FURTHER ASSURANCES:**

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

**23. PLACE OF EXECUTION:**

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

**24. NOTICES:**

That all notices to be served on the Allottee(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoter by Registered Post/ e-mail/ courier at their respective addresses provided in this agreement. It shall be the duty of the Allottee(s) and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee(s), as the case may be.

**25. JOINT ALLOTTEES:**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee(s) whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

**26. GOVERNING LAW:**

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

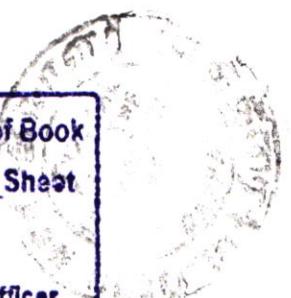
**ALLOTTEE(S)**

*for Casagrand Builder Private Limited*

*Authorized Signatory*

**PROMOTER**

Document No.	3410	of Book
Conc.	46	Sheet
	17	
Registering Officer		



**27. DISPUTE RESOLUTION:**

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

**28. JURISDICTION:**

The competent Courts in Chennai alone shall have exclusive jurisdiction.

**29. SPECIFIC POWER OF ATTORNEY:**

The Promoter empowered **Mrs. Uma Maheswari** vide Special Power of Attorney dated 26.05.2017, Spl. Power No.45/2017, Book IV, SRO – Padappai, to present the signed documents, and to do all the registration formalities in the concern sub registrar office and the said power is still in force and effect.

**SCHEDEULE 'A'**

[Total Property]

All that piece and parcel of vacant land situated at Perungalathur Village, Tambaram Taluk, Kancheepuram District comprised in survey numbers viz.,

- (1) Survey No. 386/3B1 measuring 46 cents
- (2) Survey No. 386/3B2 measuring 46 cents
- (3) Survey No. 386/3B3 measuring 46 cents
- (4) Survey No. 386/3B4 measuring 46 cents
- (5) Survey No. 386/3B5 measuring 63 cents
- (6) Survey No. 386/3B6 measuring 46 cents
- (7) Survey No. 386/3B7 measuring 46 cents
- (8) Survey No. 386/3B8 measuring 46 cents
- (9) Survey No. 386/3B9 measuring 46 cents

in all totally admeasuring **4 Acres 31 Cents [i.e. 1,87,744 Sq.ft. or thereabouts]** and corresponding to its Old Survey Nos. 386/3B (extent 1.77 acres), Survey No.386/4B (extent 1.18 acres), Survey No.386/5B (extent 1.36 Acres) and bounded on the:

North by	Survey Nos.387 & 388
South by	Survey No.386/2B
East by	Survey No.385
West by	Survey Nos.386/3A,4A,5A (Canal)

situated within the Registration District of Chennai South and Sub-Registration District of Padappai [and situated at FC1 Nagar Anna Street].

**SCHEDEULE 'B'**

(Open Space Reservation Area and Road left as per approval authority requirement)

All that piece and parcel of land comprising an extent of 1624.90 Sq. Metre [i.e. 17491 Sq.ft. or thereabouts] towards Open Space Reservation Area and 1227.82 Sq. Metre [i.e. 13217 Sq.ft. or thereabouts] towards Road Area totaling **30708 Sq. feet** in Schedule 'A' Property.

for Casagrand Builder Private Limited

ALLOTTEE(S)

Document No. 34/0		Authorized Signatory	of Book
1	Comm.	46	Sheet
PROMOTER		18	
Registering Officer			



**SCHEDULE 'C'**

(Land remaining for developing and selling)

All that piece and parcel of land comprising an extent of **1,57,036 Sq.ft.** in Schedule 'A' Property.**SCHEDULE 'D'**

(Property to be conveyed to the Allottee/s)

**610 Sq.ft.** of undivided share of land in the total extent of land in Schedule 'C' Property.**SCHEDULE 'E'**

(Location of apartment to be put up by the Promoter and to be delivered to the Allottee/s)

A residential unit bearing **Apartment No.A308** in **Third Floor** measuring about **854 Sq.ft.** **carpet area [or 1236 Sq.ft. Super Built-up area]** in the apartment complex put up in Schedule 'C' along with One Tandem Covered Car Park (One behind the other slot) in the residential project "**Casa Grande Ferns**"

**ANNEXURE****SPECIFICATIONS****Structure**

- RCC framed structure with RCC foundations
- Designed seismic resistant structure Zone III using Fe 500 steel TMT bars
- 200mm solid concrete block for the outer wall and 100mm block for the internal partition wall
- Slab height will be maintained at 2.89M

**Wall Finishes**

- Internal wall in the living, dining, bedrooms, kitchen & lobby will be finished with 1 coat of primer, 2 coats of putty & 2 coats of OBD
- Ceiling will be finished with 2 coats of putty and OBD
- Exterior faces of the building will be finished with 1 coat of primer & 2 coats of emulsion paint
- Utility & Bathrooms' will be finished with 1 coat of primer & 2 coats of OBD
- Bathroom walls will be finished with glazed ceramic tiles up to 7 feet from finished floor level
- Utility walls to be finished with glazed ceramic tiles up to 4 feet from finished floor level

**Flooring**

- Foyer, Living, Dining, Kitchen and Bedrooms will have 600 X 600 mm vitrified tile flooring
- Bathroom, Balcony & Utility will have 300 x 300 mm ceramic tile of matt finish
- Terrace floor will have grano flooring with threaded grooves

for Casagrand Builder Private Limited

ALLOTTEE(S)

*(Signature)*

Document No.	3410	Authorised Signatory of Book
Contd.	46	PROMOTER / Sheet
Registering Officer		

*(Signature)*



### **Kitchen**

- Platform will be done with granite slab 600mm wide at a height of 800mm from the floor level and will be provided with stainless steel sink with drain board (Nirali or equivalent)
- Dado tiles of up to 600mm from the granite slab
- Provision for chimney and water purifier will be provided
- CP fittings will be Parryware /Hindware/ Jaquar or equivalent

### **Bathrooms**

- Wall mounted basin Parryware / Hindware/ Jaquar or equivalent will be given in all bathrooms
- Floor mounted W/C with cistern Parryware / Hindware/ Jaquar or equivalent will be given in all bathrooms
- Sanitary fittings will be Parryware / Hindware/ Jaquar or equivalent
- Concealed wall mixer Parryware / Hindware/ Jaquar or equivalent in all bathrooms
- CP fittings will be Parryware / Hindware/ Jaquar or equivalent
- Provision for exhaust and geyser will be provided

### **Entrance Doors**

- Main door will be flush door of 7 feet height with polish finish with Godrej or equivalent locks, tower bolts, door viewer, safety latch, door stopper etc.

### **Bedroom Doors**

- Flush doors of 7 feet height with Godrej or equivalent locks, thumb turn with keys, door stopper, etc.

### **Bathroom Doors**

- FRP doors of 7 feet height with thumb turn with key

### **Windows**

- Windows will be Aluminium sliding with see through plain glass and MS grills on inner side wherever applicable
- French doors will be provided with Aluminium frame and toughened glass without grills
- Ventilators will have Aluminium frame with suitable louvered glass panes

### **Electrical Fittings**

- Finolex or equivalent cables and wiring
- Switches and sockets will be Anchor Roma/Schneider or equivalent
- Telephone and TV(DTH) points will be provided in Living/Dining and master bedroom
- Split air conditioner points will be provided in master bedroom and provision in living & other rooms
- Modular plate switches, MCB and ELCB(Earth leakage circuit breaker) system

*C. P. Jadhav* for Casagrand Builder Private Limited

*Amit M.*  
ALLOTTEE(S)

Document No.	3478	Authorized Signatory
at		PROMOTER
1	Complaints	40
		20
of Book		
Sheet		
Registering Officer		



**Others**

- STP
- Generator backup of up to 500 watts for all 3BHK apartments and 400 watts for 2BHK and Studio apartments
- Power backup for common areas

**External Features**

- Shuttle Service, Convenio & ATM
- 6 - Passenger automatic lift will be provided
- Driveway and other areas will be laid with pavers

**Electrical points**

<b>Living/ Dining:</b>	<b>Kitchen:</b>	
Light points	<b>4</b>	Light points
Fan points	<b>2</b>	Fan point
5A sockets	<b>4</b>	5A sockets
TV and DTH point	<b>1</b>	15 A sockets
<b>Bedrooms:</b>		Exhaust point
Light points	<b>2</b>	<b>Toilets:</b>
Fan point	<b>1</b>	Light point
5A Socket	<b>2</b>	15A socket
TV and Telephone point (Master Bedroom)	<b>1</b>	Exhaust point
Light points (2way)	<b>1</b>	<b>Balcony:</b>
AC point (Master Bedroom)	<b>1</b>	Light point

**AMENITIES:**

1. Gymnasium
2. Indoor play area for kids
3. Association room
4. Lobby

G. Patel  
G. Patel

Anil M.

ALLOTTEE(S)

for Casagrand Builder Private Limited

G. Patel  
Authorized Signatory

PROMOTER

Document No.	3410	at	2019	of Book
Contains	4	Sheets	21	Sheet
Registering Officer				

5. Multipurpose hall
6. Video games room
7. Indoor games room
8. Seating area along the driveway
9. CCTV

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND SIGNED THEIR NAMES ON THIS CONSTRUCTION AGREEMENT ON THIS DAY, MONTH AND YEAR MENTIONED HEREINABOVE.

*G. Palan*  
for Casagrand Builder Private Limited

*G. Palan*  
Authorized Signatory

ALLOTTEE(S)

PROMOTER

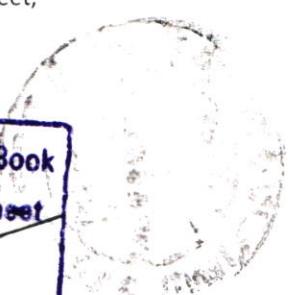
WITNESSES:

1. M. M. — T. MURUGESAN  
101. Nadar Pillian  
Kovil Street.  
Thirumangal. Vinuthunagarudim. 626130.
2. M. Z. Longroot  
No. 101. Nadar Pillian Kovil Street  
Thirumangal.  
Vinuthunagar. Dist.  
T.M. 626130

Drafted by:

*C.K. Venkatesh*  
C.K. Venkatesh, B.A., LLB.  
Advocate  
(Regn. No. Ms. 713 of 2008)  
Door No. A157-2, S.M. Block,  
V.M. Balakrishnan Street,  
Jafferkhanpet,  
Chennai – 600 083.

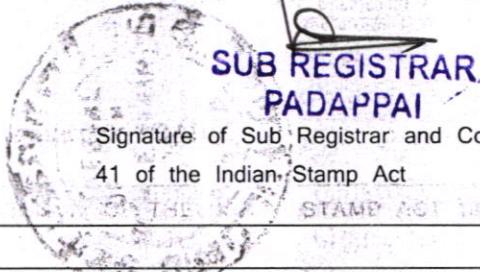
Document No.	34/9	of	2019	of Book
Page No.	46	Sheet	22	Sheet
Registering Officer				



## CERTIFICATE UNDER SECTION 42 OF THE INDIAN STAMP ACT 1899

S.No 2180 of 2019

I hereby certify that a sum of ₹ 31,876/- (Rupees Thirty One Thousand Eight Hundred and Seventy Six only) on account of deficit stamp duty has been levied under section 41 of the Stamp Act in respect of this instrument from Mrs. உமா மஹேஸ்வரி residing at NPL தேவி, புதிய எண் 111, பழைய எண் .59, எல்.பி. சாலை, திருவான்மியூர், சென்னை - 600 041, Chennai, Tamil Nadu, India, 600041.



**SUB REGISTRAR,  
PADAPPAI**

Signature of Sub Registrar and Collector under Section  
41 of the Indian Stamp Act

Sub Registrar: Padappai  
Date: 16/05/2019

Presented in the office of the Sub Registrar of Padappai and fee of ₹ 32,555/- paid at 01:00 PM on the 16/05/2019 by

Left Thumb



Additions as per recitals of document

Execution admitted by

Left Thumb

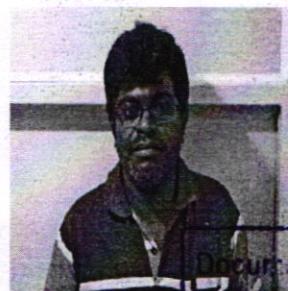


உமா மஹேஸ்வரி, 50

NPL தேவி, புதிய எண் 111, பழைய எண் .59,  
எல்.பி. சாலை, திருவான்மியூர், சென்னை - 600  
041, Chennai, Tamil Nadu, India, 600041.

Claim admitted by

Left Thumb



Additions as per recitals of document

9600095030

Stamp Act

Circular Stamp

1/2

3410

2019

of Book

Contains 46 Pages

23 Sheet

100 Gsm

Claim admitted by

Left Thumb



→ Maran M

→ 8056424437

Additions as per recitals of document

Identified By

→ M. 2107590004

1. → 8056605258

2. M —  
So 56 b05558.

Mrs. UMARANI M Wife of MURUGESAN NO 251/101, NADAR PILLAYAR KOVIL STREET THIRUTHANGAL VIRUDHUNAGAR, Virudhunagar, Tamil Nadu, India, 626130.

Mr. MURUGESAN T Son of THANGAPPAN NO 101, NADAR PILLAYAR KOVIL STREET THIRUTHANGAL VIRUDHUNAGAR, Virudhunagar, Tamil Nadu, India, 626130.

16<sup>th</sup> day of May 2019

DAMODARAN P

Sub Registrar

**SUB REGISTRAR**  
Padappai  
**PADAPPAI**

Registered as Number R/Padappai/Book-1/3410/2019.

Date: 16/05/2019

Padappai



DAMODARAN P

Sub Registrar

**SUB REGISTRAR**  
PADAPPAI



Document No. 3410 2019 of Book

1 2/2 Contains 46 Sheets 24 Sheet

Registering Officer



3042 3858 6436

எனது அதூர், எனது அடையாளம்.

3042 3858 6436

MERA AADHAAR MERI PEHACHAN



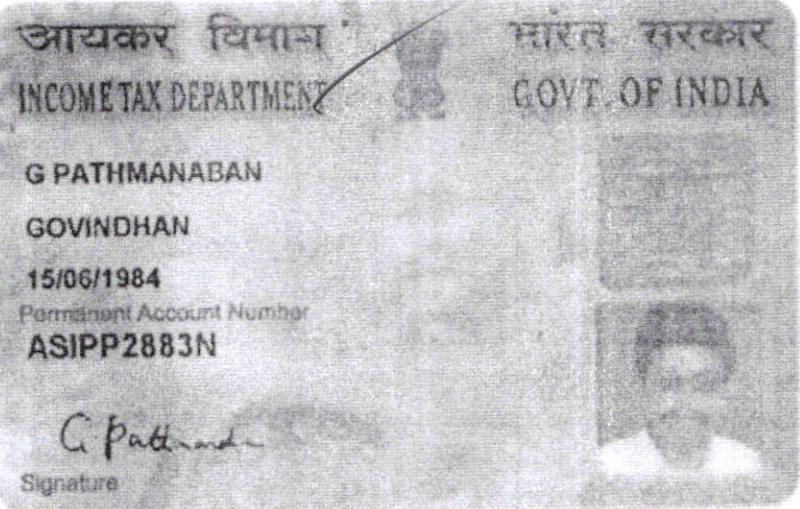
7294 3909 9120

7294 3909 9120

C. S. Falaknum

John the 11<sup>th</sup>

Document No.	3410	of	Book
Contains	46	Sheets	Sheet
S			
Registering Officer			



*Geetu*

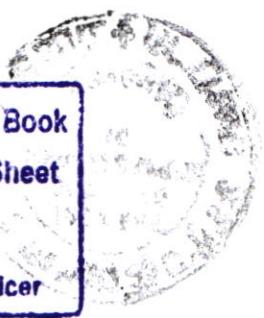
*G Pathmanaban*

*Anil M*

Document No. 3410 2019 of Book

1 Contains 46 Pages 26 Sheet

Registering Officer





GRIHINI

C. J. Anitha M.

Anitha M.

Document No. 3410 of 204 of Book

Contains 46 pages 027 Sheet

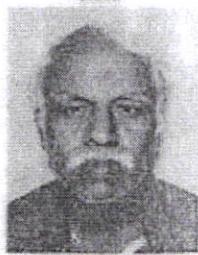
Registering Officer

A circular stamp is partially visible on the right side.



இந்திய அரசாங்கம்

Government of India



முருகேஸன் டி

Murugesan T

பிறந்த நாள் / DOB : 08/04/1956

ஆணபால் / Male



4952 8800 3506

அதூர் - சாதாரண மனிதனின் அநிகாரம்



Unique Identification Authority of India

முகவரி:

S/O: தங்கப்பன், 101, நாடார்  
பிள்ளையார் கோவில் தெரு  
திருத்தங்கல், திருந்தங்கல்  
திருத்தங்கல், விருதுநகர், தமிழ்  
நாடு 626130

Address:

S/O: Thangappan, 101, NADAR  
PILLAYAR KOVIL STREET,  
THIRUTHANGAL, Thiruthangal,  
Tiruthangal, Virudhunagar, Tamil  
Nadu, 626130

*Murugan*

4952 8800 3506



1947

1600 300 1947



help@uidai.gov.in



www.uidai.gov.in

*G. Rethu*

*for the H.*

*G. Rethu*

Document No.	3410	2019	of Book
Contains	46	Page	Sheet
Registering Officer			

*G. Rethu*



இந்திய அரசாங்கம்

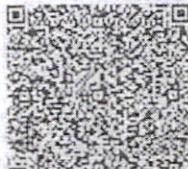
Government of India

உமாராணி மு

Umarani M

பிறந்த நாள் / DOB : 31/03/1967

பெண்பால் / Female



8559 2258 4622

ஆதார் - சாதாரண மனிதனின் அதிகாரம்



ஆதார்

முகவரி:

W/O: முருகேசன், 251/101, நாடார்  
பிள்ளையார் கோவில் தெரு,  
திருத்தங்கல், திருத்தங்கல்,  
விருதுநகர், தமிழ் நாடு, 626130

இந்திய தனிப்பட்ட அனுமதி ஆணையை அமைப்பு

Unique Identification Authority of India

Address:

W/O: Murugesan, 251/101,  
NADAR PILLAYAR KOVIL  
STREET, Thiruthangal,  
Tiruthangal, Virudhunagar, Tamil  
Nadu, 626130

M. உமராணி

8559 2258 4622

1947  
1800 300 1947

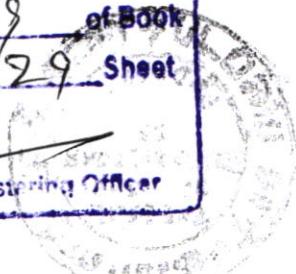
help@uidai.gov.in

www.uidai.gov.in

Captain  
Shanthi M

G. Iyer

Document No.	3410	of	2019	of Book
Contains	46	Sheets	29	Sheet
Registering Officer				



Chennai Metropolitan Development Authority  
PLANNING PERMIT

(Sec 49 of T & C. P. Act 1971)

PERMIT No. 11334

B/Spl. Bldg/90 Ato I/2017 Date of Permit 27/3/2017  
Casa Grande Pvt Ltd  
Tamil R. Arora (CTPA)  
Casa Grande Civil Engineering Pvt Ltd.  
File No. B1/10370/16 NPL Devt No. 111/89  
L.B.Road 24/3/17  
Name of Applicant with Address. Thiruvanmiyur, Chennai - 41

Date of Application 04.07.2016

Nature of Development: Layout/Sub-division of Land/Building construction/Change in use of Land/Building

PP- Proposed Construction of Stilt + 4 floors  
Residential Building with 2 floors dwelling  
units (including 56 L14 dwelling units)  
at S.No. 386/3B1, 3B2, 3B3, 3B4, 3B5,  
3B6, 3B7, 3B8 & 3B9 of Penningalathur village

434970/ B003552 Date 10.2.2017  
Development Charge paid Rs..... Challan No.....

PERMISSION is granted to the layout/sub-division of land/ building construction/change in use of land/building according to the authorised copy of the plan attached hereto and subject to the condition overleaf.

3. The permit expires on 26/03/2020  
the building construction work should be completed as per plan before the expiry date. If it is not possible to complete the construction, request for renewing the planning permit should be submitted to Chennai Metropolitan Development Authority before the expiry date. If it is not renewed before the said date fresh Planning Permission application/has to be submitted for continuing the construction work when the Development Control Rules that may be currently in force at that time will be applicable. If the construction already put up is in deviation to the approved plan and in violation of rules. Planning permit will not be renewed.

For MEMBER SECRETARY

24/3/17

G. Chidambaranar

G. Chidambaranar

Subbu M

Document No. 3410 of 2019 of Book  
Contains 46 Sheets 20 Sheet  
Registering Officer

பெருங்களத்தூர் பேரூராட்சி செயல் அலுவலர் அவர்களின் நடவடிக்கைகள்  
முன்னிலை : திரு. த.ந. கமல்ராஜ்

க.ட. எண் : 020/2017-2018

நிமு. எண் : PPA/111/2015/ஆ2

நாள்: 10.05.2017

பொருள்: அடுக்கு மாடி குடியிருப்பு + வாகன நிறுத்து தளம் - கட்டிட வரைபட அனுமதி - (Stilt Floor + 4 Floors) - பெருங்களத்தூர் பேரூராட்சி புல எண்.386/3B1, 386/3B2, 386/3B3, 386/3B4, 386/3B5, 386/3B6, 386/3B7, 386/3B8 & 386/3B9 - கட்டிட வரைபட அனுமதி வழங்குதல்-சம்பந்தமாக.

- பார்வை:
1. சென்னை பெருநகர வளர்ச்சி குழுமம், சென்னை-8, அவர்களின் கடித எண்.பி1/10370/2016 நாள்.27.03.2017.
  2. திருவாளர்கள் காசா கிரண்டி சிவில் இஞ்சியரிங் (பி) லிட். (ம) காசா கிரண்டி பி.லிட்., NPL தேவி, கதவு எண்.111/59, L.B. சாலை, திருவாண்மீன்புர், சென்னை - 41 அவர்களின் கடிதம் நாள். 17.04.2017.
  3. செலுத்துச் சிட்டு எண். 272/2017-2018, நாள்.10.05.2017.
  4. சம்மந்தப்பட்ட கோப்புகள்.

-----

ஆணை: -

திருவாளர்கள் காசா கிரண்டி சிவில் இஞ்சியரிங் (பி) லிட்., (ம) காசா கிரண்டி பி.லிட்., என்ற நிறுவனத்திற்கு பெருங்களத்தூர் பேரூராட்சிக்குப்பட்ட, புல எண்.386/3B1, 386/3B2, 386/3B3, 386/3B4, 386/3B5, 386/3B6, 386/3B7, 386/3B8 & 386/3B9, அடுக்கு மாடி குடியிருப்பு + வாகன நிறுத்து தளம் (Stilt Floor + 4 Floors) கட்டிட வரைபட அனுமதி அடுக்குமாடி குடியிருப்பு வளாகம்/ குடியிருப்பு தட்டிடம் / கற்றுச்சவர் / கிணறு / கழிப்பிடம் / குளியலறை / Silt Floor / தரைதளம் மற்றும் மேல்தளங்கள் / வண்டிகள் நிறுத்துமிடம்/ ஆகியவைகள் கட்டுவதற்கு கீழ்க்கண்ட நிபந்தனைகளுக்குப்பட்டு அனுமதி அளிக்கப்படுகிறது.

இந்த அனுமதியானது 27.03.2017 முதல் 26.03.2020 தேதி வரை மூன்று ஆண்டுகளுக்கு செல்லுயியாகும். அனுமதி கட்டணம் ரூ.1.13, 74, 797/- (ரூபாய் ஒரு கோடி பதிமூன்று லட்சத்து எழுபத்து நான்காயிரத்து எழுநூற்று தொன்னுற்று எழு மட்டும்) வங்கி வரைவோலை எண்.044355, நாள்.04.05.2017, HDFC Bank, சென்னை, செலுத்தியமைக்கான பலவகைப்பட்ட இரசீது எண்.272/2017-2018 நாள்.10.05.2017 மற்றும் அங்கீகரிக்கப்பட்ட வரைபடம் இத்துடன் இணைக்கப்பட்டுள்ளன.

நிபந்தனைகள்

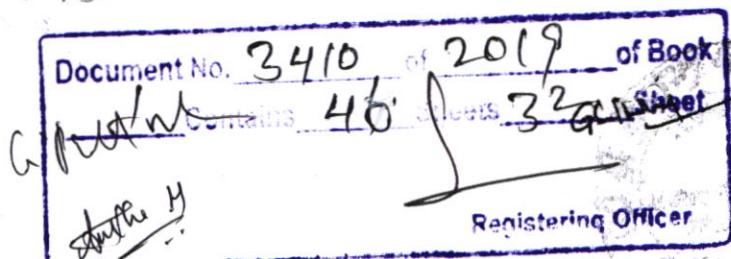
1. கட்டிடத்தின் முன் பக்கத்திலும், பின்பக்கத்திலும் மற்றும் இரு பக்கங்களிலும் அனுமதிக்கப்பட்ட வரைபடத்தில் குறிப்பிட்டு உள்ளபடி இடைவெளி விடப்பட்டிருக்க வேண்டும்.
2. தமிழ்நாடு நகராட்சிகள் சட்டம் 1920 மற்றும் 1994-ம் ஆண்டு திருத்தப்பட்ட சட்டத்தின் படி மற்றும் சென்னை பெருநகரவளர்ச்சிக்குழும சட்ட விதிகளில் ஏற்படுத்தப்பட்டுள்ள எல்லா கட்டுப்பாடுகளுக்கும் உப்படிருத்தல் வேண்டும்.
3. ஆரசாங்கத்திற்கு சொந்தமான இடங்களிலோ அல்லது இம்மனுதாரக்கு சம்மந்தமில்லாத வேறு இடங்களிலோ ஆக்கிரமனம் செய்வது கூடாது.
4. சென்னை பெருநகர வளர்ச்சிக் குழுமம் சட்ட பூர்வமாக திட்ட அனுமதி அளிப்பதன் மூலம் விண்ணப்பதாரரின் பேரில் நில உரிமையை உறுதிப்படுத்தவில்லை. அடுத்த அனுமதி அளிப்பதற்கு முன்பு விண்ணப்பதாரர் விண்ணப்பதாரர் கூடுதல் ஆவணங்களில் (விரையப்பதற்கிறம், குத்தகை பத்திரம் போன்ற தாங்கப்பதற்கிறம் போன்ற அதிகாரப்பதற்கிறம் மேலும் பல விண்ணப்பதாரர் வளர்ச்சி செய்ய உரிமை உள்ளதா என்று பரிசீலிக்கப்படுகிறது.

C:\softw  
for the J

Registering Officer

Document No: 347002019  
Date: 10/05/2019  
Sheet: 46  
Page: 1/1

5. சொத்தினை வாங்க விரும்பும் எந்த நபரும், விண்ணனப்பதாரருக்கு சொத்தின்மீது உள்ள உரிமையை தனியாக உறுதிப்படுத்திக் கொள்ள வேண்டும். மேலும் அதன்மேல் வேறு யாரோனும் தனி நபர் உரிமை கோரினால் அவர்கள் அதனை பொருத்தமான தகுதியுள்ள நீதி மன்றத்தின் முன் தீர்த்துக் கொள்ளலாம். இதனை முடிவு செய்ய சென்னை பெருநகர் வளர்ச்சிக் குழுமம் பொருத்தமான அமைப்பு அல்ல.
6. கட்டிட வேலைகள் நடக்கும் பொழுதோ அல்லது வேறு எந்த நேரங்களிலோ பேரூராட்சியிலிருந்து ஆய்வு செய்ய வரும் அதிகாரிகளுக்கு அங்கீரிக்கப்பட்ட வரைபடங்களை காண்பிக்க வசதியாக வேலை நடக்குமிடங்களில் மேற்படி வரைபடங்களை வைத்திருத்தல் வேண்டும்.
7. இந்த ஆணையில் அனுமதிக்கப்பட்ட காலவரையரைக்குள் கட்டிடம் கட்டி முடிக்கப்படாவிடில் அனுமதியை மீண்டும் புதியதாக மனு கொடுத்து அனுமதி பெற வேண்டும்.
8. அனுமதித்து வரைபடத்தில் கூடுதலோ அல்லது மாறுதல் ஏதேனும் செய்து கட்ட வேண்டுமானால் அதற்குறிய திருத்தப்பட்ட வரைபடங்களுடன் செயல் அலுவலருக்கு விண்ணப்பம் செய்து ஆணை பெற்ற பிறகுதான் மாறுதல் கட்டிடம் கட்டவேண்டும்.
9. கட்டிடம் கட்ட ஆணை பொய்ப்பதிவுகள் மூலம் பெற்றதாகவோ அல்லது ஏதேனும் கட்டிட விதிகளுக்கு புறம்பாகவோ பெற்றதாயிருந்தால் மேற்படி ஆணை ரத்து செய்ய செயல் அலுவலருக்கு உரிமை உண்டு.
10. புதியதாக கட்டப்படும் கட்டிடத்தின் மழைநீர் சேகரிப்பு தொட்டி தவறாமல் அமைத்திட வேண்டும். மேலும் ஒப்புதி பத்திரத்தின்படி அனுமதிக்கப்பட்ட வரைபடத்தில் குறிப்பிட்டவாறு மழைநீர் சேகரிப்பு அமைக்காவிடில் அபாராதம் விநிப்புடன் மழைநீர் சேகரிப்பு தொட்டி அமைக்கப்பட்ட பின்னரே தடையின்மை (NOC) சான்று வழங்குவது மற்றும் சொத்துவரி விதிப்படி தொடர்பாக பரிசீலிக்கப்படும்.
11. புதியதாக கட்டப்படும் கட்டிட இடங்கள் எந்த நேரத்திலும் சுத்தமான பொதுக்காதார கேடு விளைவிக்காத வகையில் வைத்திருத்தல் அவசியம்.
12. மனுதாரர் கட்டிடத்தை கட்டி முடித்த பின்பு இவ்வகுவைகத்திலிருந்து சான்றிதழ் பெற்ற பின்பே குடிபு வேண்டும்.
13. கட்டிடத்திலிருந்து வெளிவரும் கழிவுநீர் மனுதாரர் தன் சொந்த இடத்திற்குள்ளேயே நிறுத்தி வைத்து அவைகளை அப்பறப்படுத்தும் வகையில் வடிகால்களும், கழிவு நீர் தொட்டிகளும் அமைத்துக் கொள்ள வேண்டும்.
14. கட்டிடம் தொழிலாளர்களுக்காகவோ அல்லது வேறு தொழிலாளர்கள் வேலை செய்ய வேண்டிய இடங்களுக்காகவோ கட்டப்படவிருந்தால் அவைகளுக்கு மாவட்ட சுகாதார அலுவலரிடமிருந்தும் தொழிலாளர்களின் ஆய்வாளரிடமிருந்தும் மற்றும் உறுப்பினர், செயலர், சென்னை பெருநகர் வளர்ச்சிக் குழுமம் ஆகியோரிடமிருந்தும் அனுமதி பெற்றிருத்தல் வேண்டும்.
15. கட்டிட வேலை முடிந்த பின்போ அல்லது குடியேறிய பின்னரோ 15 தினங்களுக்குள்ளாக செயல் அலுவலருக்கு எழுத்து மூலமாக தெரிவிக்க வேண்டும்.
16. மேலும் அரசாணை எண்.191 வீட்டு வசதி மற்றும் நகர்ப்பு வளர்ச்சித் துறை நாள்.01.06.2007க்கு எதிராக உயர்நீதி மன்றத்தில் தொடுக்கப்பட்டுள்ள நீதி பேராணை மனு எண்.20587/2007 மற்றும் பிற வழக்குகளின் முடிவிற்கேற்ப உள் கட்டமைப்பு மற்றும் அடிப்படை வசதி கட்டணம் வகுவிக்கப்படும். என்ற கட்டுதல் நிபந்தனையின் பேரிலும் ஒப்பளிக்கப்படுகிறது. அவ்வாறு உள் கட்டமைப்பு மற்றும் அடிப்படை வசதி கட்டணத்தை செலுத்த கோறும் கடிதம் கிடைத்த 15 நாட்களுக்குள் செலுத்த தவறினால் இத்திட்ட அனுமதி ரத்து செய்யப்படும் என்றும் தெரிவித்துக் கொள்ளப்படுகிறது.



17. சென்னை பெருநகர் வளர்ச்சி குழுமத்திடம் பணிமுடிவறிக்கை பெற்று பின் சொத்துவரி விதிக்கப்படும்.
18. இப்பகுதியில் உருவாகும் கழிவுரீலை குத்தகரிப்பு செய்து அப்பகுதி பூங்காவிற்கும், இதர பயன்களுக்கும் பயன்படுத்தி கொள்ள வேண்டும்.
19. இத்திட்ட அனுமதிக்காக வசூலிக்கப்படும் கட்டிட உரிமக் கட்டணம் குறைவு என தனிக்கையில் குறிப்பிட்டால் கட்டிகாட்டிய கட்டணம் செலுத்தப்பட வேண்டும்.
20. சாலை பராமரிப்பு, மழைநீர் வடிகால், தெருவினக்கு, பாதாள சாக்கடை திட்டம், பூங்காவினை கற்றி கற்றுச்சவர், பராமரிப்பு பணிகள் மற்றும் திட்கழிவு மேலாண்மை திட்டம் (Solid Waste Management) தங்களது சொந்த செலவில் செய்து கொள்ளப்பட வேண்டும்.
21. சென்னை பெருநகர் வளர்ச்சி குழுமத்தின் அனுமதி எண். B/Spl/Bldg/90 A to I /2017 File No.B1/10370/2016, Planning Permit No.11334, நாள்.27.03.2017 மற்றும் சென்னை பெருநகர் வளர்ச்சி குழுமம், சென்னை-8, அவர்களின் கடித எண்.பி1/10370/2016 நாள்.27.03.2017-ல் தெரிவிக்கப்பட்டுள்ள இணைப்புகளில் உள்ள நிபந்தனைகளுக்கு (Condition) உட்பட்டு இருத்தல் வேண்டும்.
22. துமிழ்நாடு கட்டுமான தொழிலாளர்கள் நலவாரியம், சென்னை-34க்கு செலுத்தியது ரூ.15, 40, 000/- (ரூபாய் பதினெண்து இலட்சத்து நாற்பதாயிரம் மட்டும்) வங்கி வரைவு எண்.044414, நாள்.09.05.2017, HDFC, சென்னை.

*பெற்றுவரவு*  
செயல் அனுவலர்,

பெருங்களத்தார் பேரூராட்சி,  
காஞ்சிபுரம் மாவட்டம்

பெறுநர்,

திருவாளர்கள் காசா கிரண்டி சிவில் இஞ்னியியரிங் (பி) லிட்.  
(ம) காசா கிரண்டி பிலிட்., NPL தேவி,  
கதவு எண்.111/59, L.B. சாலை,  
திருவாண்மீடுர்,  
சென்னை-41.

நகல்

உறுப்பினர் செயலர்,  
சென்னை பெருநகர் வளர்ச்சிக் குழுமம்,  
காந்தி இரவின் சாலை,  
எழும்பூர், சென்னை-08

Document No.	3410	of	2019	of Book
1	Contains	46	IS	33
Sheet				
S				
Registering Officer				



தமில்நாடு TAMILNADU

046295

24 MAY 2017

Casa Grande Pvt Ltd

PED BG 993706  
I. JACINTHA  
Stamp Vendor-Lic No 20540/R4/B7/09  
43, Sankara Nethra, Coimbatore  
Tamil Nadu, India

#### SPECIAL POWER OF ATTORNEY

This Special Power of Attorney is executed at Chennai on this 26<sup>th</sup> day of May 2017 by:  
**M/s. CASA GRANDE PRIVATE LIMITED** [PAN: AACCC2758A], a company incorporated under the provisions of Companies Act, 1956, and having its Registered Office at NPL Devi, New No.111, Old No.59, L.B. Road, Thiruvanmiyur, Chennai – 600 041, represented by its Authorized Signatory **Mr. G. Sethupathy** [Aadhaar No.3042 3858 6436], son of Mr. S. Gurunathan, aged about 42 years (by virtue of board resolution dated 29.06.2015), hereinafter called the **First Principal**.

AND

**M/s. CASA GRANDE CIVIL ENGINEERING PRIVATE LIMITED** [PAN: AAFCC5227K], a company incorporated under the provisions of the Companies Act, 1956, having its registered office at NPL Devi, New No. 111, Old No. 59, L.B. Road, Thiruvanmiyur, Chennai – 600 041, represented by its Authorized Signatory **Mr. G. Sethupathy** [Aadhaar No. 3042 3858 6436], son of Mr. S. Gurunathan, aged about 42 years (by virtue of board resolution dated 29.06.2015), hereinafter called the **Second Principal**.

for Casa Grande Pvt. Ltd.

for Casa Grande Civil Engineering (P) Ltd.

POWER AGENT

Maria

G. SETHUPATHY  
Authorized Signatory  
FIRST PRINCIPAL

G. SETHUPATHY  
Authorized Signatory  
SECOND PRINCIPAL

Document No.	3410 2019	of Book
Contains	46 Sheets	No. 34
Giving		Sheet
Signature		Date
Signature		13/05/2017
		Registering Officer

First Principal and Second Principal hereinafter collectively called and referred to as "Principals"

**DO HEREBY APPOINT**

**Mrs. UMA MAHESWARI** [Passport No.G0657192], wife of Mr. Jai Prakash Srinivasan, aged about 49 years, residing at New No.16, Old No.19, Seventh Main Road, R.A. Puram, Chennai – 600 028, hereinafter called the **Power of Attorney**.

Whereas the property admeasuring an extent of 4 Acres 31 Cents comprised in Survey Nos. 386/3B1, 386/3B2, 386/3B3, 386/3B4, 386/3B5, 386/3B6, 386/3B7, 386/3B8, 386/3B9, corresponding to the Old Survey Nos. 386/3B, 386/4B, 386/5B situated at Perungalathur village, Tambaram Taluk and Kancheepuram District was originally owned and possessed by Mr. M. Dhamodharan and he having purchased the same from Mr. V.R. Subburama Iyer vide Sale Deed dated 20.06.1962, registered as Document No.1606 of 1962, in the office of the Sub-Registrar, Tambaram.

Whereas subsequently, Mr. Damodaran died intestate on 27.09.1966 leaving behind his wife (1) Mrs. M. Pankajakshi Amma and his children namely (2) Ms. M.D. Bhuvaneswari, (3) Ms. M. Rani, (4) Ms. M. Thiruveni, (5) Mr. M.D. Veeraraghavalu, (6) Mr. M.D. Bhaskar, (7) Mr. M.D. Madhavakrishnan and (8) Mr. M.D. Manohar as his only legal heirs.

Whereas the Tahsildar, Tambaram, issued Patta bearing No. 6342 dated 13.07.2010 in favour of (1) Mrs. M. Pankajakshi, (2) Ms. M.D. Bhuvaneswari, (3) Ms. M. Rani, (4) Ms. M. Thiruveni, (5) Mr. M.D. Veeraraghavalu, (6) Mr. M.D. Bhaskar, (7) Mr. M.D. Madhavakrishnan and (8) Mr. M.D. Manohar for their aforesaid properties and as per the said Extract, the aforesaid properties comprised in Survey Nos. 386/3B, 386/4B, 386/5B of Perungalathur village, Tambaram Taluk and Kancheepuram District measuring an extent of 1.74.50 Hectares (i.e. 4 Acres 31 cents).

Whereas the Legal Heirs of Mr. Damodharan namely (1) Mrs. M. Pankajakshi, (2) Ms. M.D. Bhuvaneswari, (3) Ms. M. Rani, (4) Ms. M. Thiruveni, (5) Mr. M.D. Veeraraghavalu, (6) Mr. M.D. Bhaskar entered into a partition deed dated 31.05.2012, registered as Document No. 3701 of 2012, in the office of the Sub-Registrar, Padappai. As per the partition deed, the subject property is subdivided into nine parts as detailed below:

for *Casa Grande Pvt. Ltd.*

for *Casa Grande Civil Engineering (P) Ltd.*

*Uma.*

*G. Suliy*

*G. Suliy*

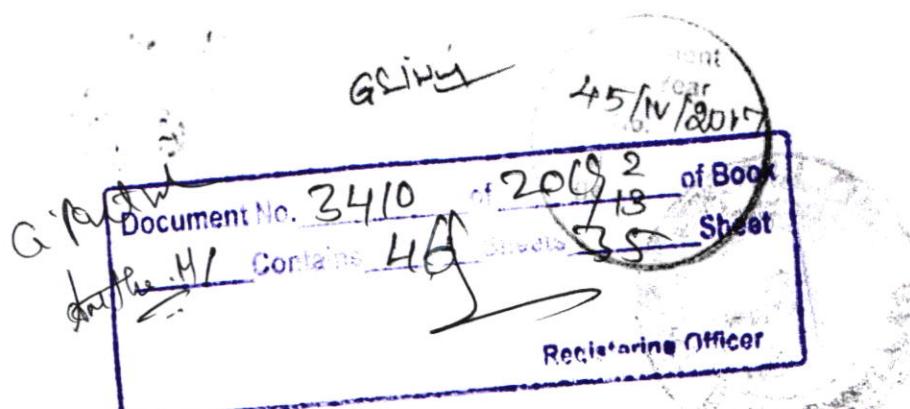
POWER AGENT

Authorized Signatory

FIRST PRINCIPAL

Authorized Signatory

SECOND PRINCIPAL



1. M. Pankajakshi	-	Survey No. 386/4B, 386/5B - extent 46 cents
2. M.D. Buvaneshwari	-	Survey No. 386/3B - extent 46 cents
3. M. Rani	-	Survey No. 386/4B, 386/5B - extent 46 cents
4. M. Thiruveni	-	Survey No. 386/3B, 386/4B - extent 46 cents
5. M.D. Veeraragavalu	-	Survey No. 386/4B, 386/5B - extent 46 cents
6. M.D. Bhaskar	-	Survey No. 386/3B, 386/4B - extent 46 cents
7. Common Pathway	-	63 cents
8. M.D. Manohar	-	46 cents and
9. M.D. Madhavakrishnan	-	46 cents

Whereas Mr. M.D. Madhavakrishnan, one of the legal heirs of late. M. Damodharan died on 07.12.2009 and another son Mr. M.D. Manohar were not parties to the partition deed. However, their share of 92 cents (46 cents each) was set aside and not included in the partition deed.

Whereas based on the partition the members of the family were issued with new patta for their respective 46 cents land with new subdivided survey numbers as given under

- (i) Patta No. 7931 dated 07.11.2012 issued by the Deputy Tahsildar, Tambaram in the name of Mrs. M. Pankajakshi Amma, wife of Mr. M. Damodharan, for the land in Survey No. 386/3B4 to an extent of 19.40 Ares.
- (ii) Patta No. 7935 dated 07.11.2012 issued by the Deputy Tahsildar, Tambaram in the name of Mrs. M.D. Bhuvaneswari, wife of Mr. Dayanithi, for the land in Survey No. 386/3B9 to an extent of 19.40 Ares.
- (iii) Patta No. 7930 dated 07.11.2012 issued by the Deputy Tahsildar, Tambaram in the name of Ms. M. Rani, daughter of Mr. M. Damodharan, for the land in Survey No. 386/3B3 to an extent of 18.40 Ares.
- (iv) Patta No. 7934 dated 07.11.2012 issued by the Deputy Tahsildar, Tambaram in the name of Ms. M. Thiruveni, daughter of Mr. M. Damodharan, for the land in Survey No. 386/3B8 to an extent of 18.40 Ares.
- (v) Patta No. 7929 dated 07.11.2012 issued by the Deputy Tahsildar, Tambaram in the name of Mr. M.D. Veeraragavalu, son of Mr. M. Damodharan, for the land in Survey No. 386/3B2 to an extent of 18.40 Ares.
- (vi) Patta No. 7933 dated 07.11.2012 issued by the Deputy Tahsildar, Tambaram in the name of Mr. M.D. Bhaskar, son of Mr. M. Damodharan, for the land in Survey No. 386/3B7 to an extent of 18.40 Ares.
- (vii) Patta No. 7917 dated 07.11.2012 issued by the Deputy Tahsildar, Tambaram in the name of Mr. M.D. Manohar, son of Mr. M. Damodharan, for the land in Survey No. 386/3B1 to an extent of 18.40 Ares.
- (viii) Patta No. 6342 dated 29.04.2014 issued by the Deputy Tahsildar, Tambaram in the name of Mrs. M. Pankajakshi & 8 others for the land in Survey No. 386/3B5 to an extent of 25.30 Ares.

for Casa Grande Pvt. Ltd.

for Casa Grande Civil Engineering (P) Ltd.

Mura.

G Shilpy

POWER AGENT

Authorized Signatory  
FIRST PRINCIPAL

G Shilpy

Authorized Signatory  
SECOND PRINCIPAL



- (ix) Patta No. 7932 dated 29.04.2014 issued by the Deputy Tahsildar, Tambaram in the name of Mr. M.D. Madhavakrishnan, son of Mr. M. Damodharan, for the land in Survey No. 386/3B6 to an extent of 18.40 Ares.

Whereas the said Mr. M.D. Madhavakrishnan died on 07.12.2009 as evidenced by the death certificate bearing registration No. 2377/2009/11, dated 14.12.2009, leaving behind his mother Mrs. M. Pankajakshi Ammal, wife Mrs. G. Gomathi and son Master M.M. Rukminesh as his only legal heirs.

Whereas out of the above said shares, the share of Mr. M.D. Manohar was sold to M/s. Casa Grande Private Limited vide a Sale Deed dated 01.12.2016, registered as Document No.5967/2016, SRO at Padappai and morefully described in the Item 1 of the Schedule 'A' hereunder.

Whereas the said Mrs. Pankajakshiammal and Minor Rukmanesh have sold their respective share to M/s. Casa Grande Private Limited vide two separate sale deeds both dated 01.12.2016, registered as Document Nos. 5969/2016 and 5968/2016, SRO at Padappai and morefully described in the Item 2 and 3 of the Schedule 'A' hereunder.

Whereas Mrs. M. Bhuvaneswari, Ms. M. Rani, Ms. M. Thiruveni, Mr. M.D. Veeraraghavalu, Mr. M.D. Bhaskar and Ms. G. Gomathi have been in absolute possession and enjoyment of the property morefully described in the Schedule 'B' hereunder and have been paying the necessary statutory taxes and outgoings and have empowered M/s. Casa Grande Civil Engineering Private Limited vide a General Power of Attorney dated 01.12.2016, registered as Document No. 5970/2016 SRO at Padappai, to sell, execute agreement/s, sale deed/s and to do other allied activities and the said General Power of Attorney is still in force and effect.

Whereas thus the aforesaid Mrs. M. Bhuvaneswari and five others represented by M/s. Casa Grande Civil Engineering Pvt. Ltd. and M/s. Casa Grande Private Limited, the Principal herein are having an extent totally admeasuring 4.31 Acres [i.e. 1,87,744 Sq.ft. or thereabouts] comprised in Survey Nos.386/3B1, 386/3B2, 386/3B3, 386/3B4, 386/3B5, 386/3B6, 386/3B7, 386/3B8 and 386/3B9 situated at Perungalathur Village, Tambaram Taluk, Kancheepuram District, morefully described in Schedule 'C' hereunder.

Whereas the Principals have gifted an extent of 1624.90 Sq. Metre [i.e. 17491 Sq.ft. or thereabouts] towards Open Space Reservation Area and 1227.82 Sq. Metre [i.e. 13217 Sq.ft. or thereabouts] towards Road Area and the gifted portion totally admeasuring 30708 Sq.ft. or thereabouts required by the approval authority and in evidence thereof two Gift Deeds both dated 13.02.2017, registered as Document Nos.780/2017 & 781/2017, SRO at Padappai, and morefully described in **Schedule 'D' Property** hereunder and having an extent of 1,57,036 Sq.ft. (after leaving the above said OSR & Road Area) of land as described in Schedule 'E' Property for developing and selling.

*for Casa Grande Pvt. Ltd.*

*Mura.*

POWER AGENT

*for Casa Grande Civil Engineering (P) Ltd.*

*G.S. Shy*  
Authorized Signatory

*G.S. Shy*  
Authorized Signatory

FIRST PRINCIPAL Document No. 34/10	SECOND PRINCIPAL Document No. 37 Sheet 1 of Book 1 Year 2017
I certify G. S. Shy Authorised Signatory Registering Officer	

WHEREAS we, the Principals herein (M/s.Casa Grande Private Limited & M/s.Casa Grande Civil Engineering Private Limited) could not attend the registration office for presenting our signed documents in the concern Sub-Registration Office / District Registrar Office and other Government Offices such as the PWD, Highways Department, Corporations, Municipalities, Town Panchayats and all other local or other authorities and all the Government and Quasi Government Offices and therefore we do hereby nominate, appoint and constitute **Mrs.Uma Maheswari** to be our true and lawful Power of Attorney Agent for us in our name and on our behalf to do or cause to be done either any one of all the following acts, deeds, matters and things relating to the property more fully described in the Schedule 'E' hereunder :-

1. To present the sale deed/s, sale agreement/s, construction agreement/s, Mortgage/s, Rectification/s, Ratification/s, Declaration/s, Lease, Cancellation and all other deeds or documents **signed by us, for registration before the concerned Registration authorities and to admit execution of such deeds.**
2. To receive the registered deed/s and document/s from the concerned Registration authorities after registration.
3. To present the signed Patta application and all other forms necessary for registration and to pay the fee and to collect the receipts.
4. To present the signed applications and documents to the appropriate authorities in the Government or other departments and to receive the acknowledgement and replies.
5. We have not received any consideration for giving this Special Power of Attorney.

**SCHEDULE 'A'**  
**[Total Property]**

(Property owned by M/s. Casa Grande Private Limited)

**Item 1:**

Property comprised under Sale Deed dated 01.12.2016, registered as Document No. 5967/2016, SRO at Padappai

All that piece and parcel of vacant land situated at Perungalathur Village, Tambaram Taluk, Kancheepuram District measuring an extent of 46 cents comprised in Survey No. 386/3B1 TOGETHER WITH 1/8<sup>th</sup> undivided share in the land comprised in Survey No. 386/3B5 measuring an extent of 63 cents situated within the Registration District of Chennai South and the Registration Sub-District of Padappai.

for Casa Grande Pvt. Ltd.

for Casa Grande Civil Engineering (P) Ltd.

POWER AGENT

Uma.

Authorized Signatory

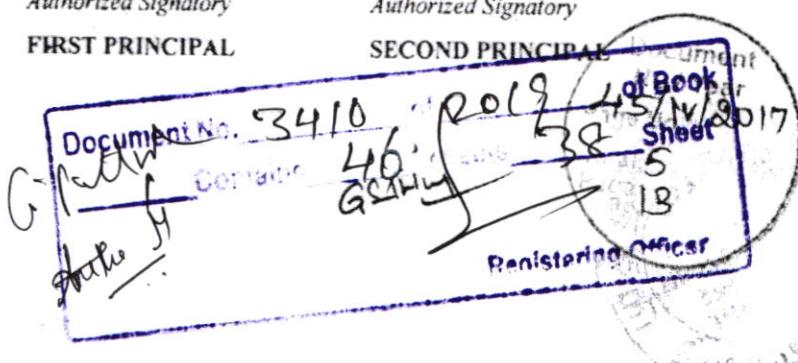
FIRST PRINCIPAL

G.S.Wijay

Authorized Signatory

SECOND PRINCIPAL

G.S.Wijay



**Item 2:**

Property comprised under Sale Deed dated 01.12.2016, registered as Document No. 5969/2016, SRO at Padappai

**Item 2A:**

All that piece and parcel of vacant land situated at Perungalathur Village, Tambaram Taluk, Kancheepuram District measuring an extent of 46 cents comprised in Survey No. 386/3B4 TOGETHER WITH 1/8<sup>th</sup> undivided share in the land comprised in Survey No. 386/3B5 measuring an extent of 63 cents situated within the Registration District of Chennai South and the Registration Sub-District of Padappai.

**Item 2B:**

1/3<sup>RD</sup> UNDIVIDED SHARE, TITLE AND INTEREST IN

All that piece and parcel of vacant land situated at Perungalathur Village, Tambaram Taluk, Kancheepuram District measuring an extent of 46 cents comprised in Survey No. 386/3B6 TOGETHER WITH 1/8<sup>th</sup> undivided share in the land comprised in Survey No. 386/3B5 measuring an extent of 63 Cents situated within the Registration District of Chennai South and the Registration Sub-District of Padappai.

**Item 3:**

Property comprised under Sale Deed dated 01.12.2016, registered as Document No. 5968/2016, SRO at Padappai

1/3<sup>RD</sup> UNDIVIDED SHARE, TITLE AND INTEREST IN

All that piece and parcel of vacant land situated at Perungalathur Village, Tambaram Taluk, Kancheepuram District measuring an extent of 46 cents comprised in Survey No. 386/3B6 TOGETHER WITH 1/8<sup>th</sup> undivided share in the land comprised in Survey No. 386/3B5 measuring an extent of 63 cents situated within the Registration District of Chennai South and the Registration Sub-District of Padappai.

for Casa Grande Pvt. Ltd.

for Casa Grande Civil Engineering (P) Ltd.

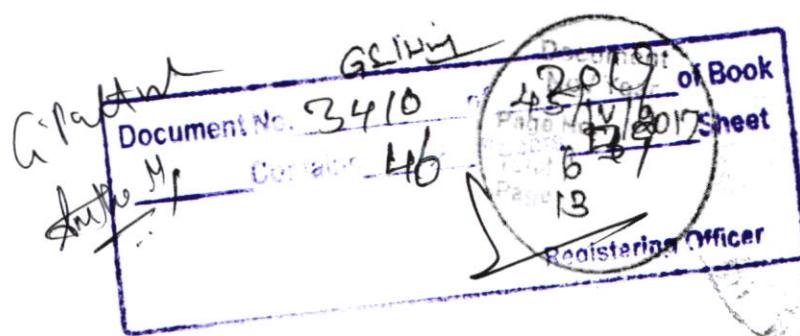
POWER AGENT

Authorized Signatory

FIRST PRINCIPAL

Authorized Signatory

SECOND PRINCIPAL



SCHEDULE 'B'

(Property owned by Mrs. M. Bhuvaneswari and others and power given to  
M/s. Casa Grande Civil Engineering Pvt. Ltd.)

**Item 1:** Share of Mrs. Bhuvaneswari

All that piece and parcel of vacant land situated at Perungalathur Village, Tambaram Taluk, Kancheepuram District measuring an extent of 46 cents comprised in Survey No. 386/3B9 TOGETHER WITH 1/8<sup>th</sup> undivided share in the land comprised in Survey No. 386/3B5 measuring an extent of 63 cents situated within the Registration District of Chennai South and the Registration Sub-District of Padappai.

**Item 2:** Share of Mrs. Rani

All that piece and parcel of vacant land situated at Perungalathur Village, Tambaram Taluk, Kancheepuram District measuring an extent of 46 cents comprised in Survey No. 386/3B3 TOGETHER WITH 1/8<sup>th</sup> undivided share in the land comprised in Survey No. 386/3B5 measuring an extent of 63 cents situated within the Registration District of Chennai South and the Registration Sub-District of Padappai.

**Item 3:** Share of Ms. M. Thiruveni

All that piece and parcel of vacant land situated at Perungalathur Village, Tambaram Taluk, Kancheepuram District measuring an extent of 46 cents comprised in Survey No. 386/3B8 TOGETHER WITH 1/8<sup>th</sup> undivided share in the land comprised in Survey No. 386/3B5 measuring an extent of 63 cents situated within the Registration District of Chennai South and the Registration Sub-District of Padappai.

**Item 4:** Share of Mr. M.D. Veeraragavalu

All that piece and parcel of vacant land situated at Perungalathur Village, Tambaram Taluk, Kancheepuram District, measuring an extent of 46 cents comprised in Survey No. 386/3B2 TOGETHER WITH 1/8<sup>th</sup> undivided share in the land comprised in Survey No. 386/3B5 measuring an extent of 63 cents situated within the Registration District of Chennai South and the Registration Sub-District of Padappai.

**Item 5:** Share of Mr. M.D. Bhaskar

All that piece and parcel of vacant land situated at Perungalathur Village, Tambaram Taluk, Kancheepuram District measuring an extent of 46 cents comprised in Survey No. 386/3B7 TOGETHER WITH 1/8<sup>th</sup> undivided share in the land comprised in Survey No. 386/3B5 measuring an extent of 63 cents situated within the Registration District of Chennai South and the Registration Sub-District of Padappai.

for Casa Grande Pvt. Ltd.

for Casa Grande Civil Engineering (P) Ltd.

POWER AGENT



**Item 6:** Share of Mrs. Gomathi**1/3<sup>RD</sup> UNDIVIDED SHARE, TITLE AND INTEREST IN**

All that piece and parcel of vacant land situated at Perungalathur Village, Tambaram Taluk, Kancheepuram District measuring an extent of 46 cents comprised in Survey No. 386/3B6 TOGETHER WITH 1/8<sup>TH</sup> undivided share in the land comprised in Survey No. 386/3B5 measuring an extent of 63 cents situated within the Registration District of Chennai South and the Registration Sub-District of Padappai.

**SCHEDULE 'C'**

(Total Property comprising Schedule 'A' & 'B' hereinabove)

All that piece and parcel of vacant land situated at Perungalathur Village, Tambaram Taluk, Kancheepuram District comprised in survey numbers viz.,

- (1) Survey No. 386/3B1 measuring 46 cents
- (2) Survey No. 386/3B2 measuring 46 cents
- (3) Survey No. 386/3B3 measuring 46 cents
- (4) Survey No. 386/3B4 measuring 46 cents
- (5) Survey No. 386/3B5 measuring 63 cents
- (6) Survey No. 386/3B6 measuring 46 cents
- (7) Survey No. 386/3B7 measuring 46 cents
- (8) Survey No. 386/3B8 measuring 46 cents
- (9) Survey No. 386/3B9 measuring 46 cents

in all totally admeasuring 4 Acres 31 Cents [i.e. 1,87,744 Sq.ft. or thereabouts] and corresponding to its Old Survey Nos. 386/3B (extent 1.77 acres), Survey No.386/4B (extent 1.18 acres), Survey No.386/5B (extent 1.36 Acres) and bounded on the:

North by	Survey Nos.387 & 388
South by	Survey No.386/2B
East by	Survey No.385
West by	Survey Nos.386/3A,4A,5A (Canal)

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

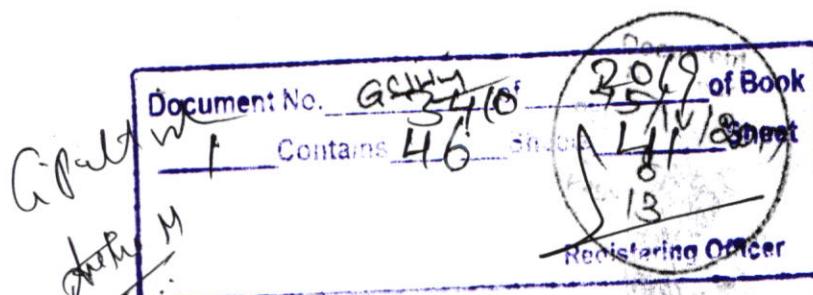
*for Casa Grande Pvt. Ltd.*

*for Casa Grande Civil Engineering (P) Ltd.*

*Mma.*  
POWER AGENT

*G Sathy*  
Authorized Signatory  
FIRST PRINCIPAL

*G Sathy*  
Authorized Signatory  
SECOND PRINCIPAL



SCHEDULE 'D'

(Open Space Reservation Area and Road left as per approval authority requirement)

All that piece and parcel of land comprising an extent of 1624.90 Sq. Metre [i.e. 17491 Sq.ft. or thereabouts] towards Open Space Reservation Area and 1227.82 Sq. Metre [i.e. 13217 Sq.ft. or thereabouts] towards Road Area totaling **30708 Sq. feet** in Schedule 'C' Property.

SCHEDULE 'E'

(Remaining Land available for developing and selling)

All that piece and parcel of land comprising an extent of **1,57,036 Sq.ft.** in Schedule 'C' Property.

IN WITNESSESS WHEREOF, WE HAVE SET OUT OUR HANDS IN THESE PRESENTS  
ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

for Casa Grande Pvt. Ltd.

for Casa Grande Civil Engineering (P) Ltd.

Muna.

G. Shalby

Authorized Signatory

POWER AGENT

G. Shalby

Authorized Signatory

FIRST PRINCIPAL

SECOND PRINCIPAL

Witnesses:-

1.

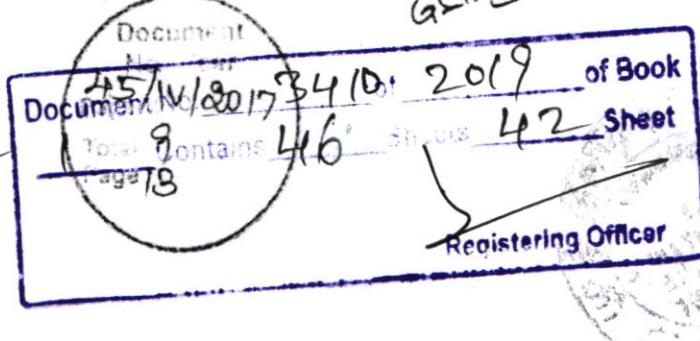
G. Jayakumar  
G. JAYAKUMAR  
S/o. S. GUNASEKAR  
No. 16/2, Manali New Town,  
Chennai - 600 103.

2.

D.P.  
PARTHIBAN .D  
S/o. DHANAPAL  
New No. 29 Old 17, Guruvappan Street,  
Kotturpuram, Chennai-600 085.

Drafted by:

S. Vijayraghavan B.A., BL.,  
Advocate  
(Regn. No.Ms.2084 of 2015)  
No.11, Nethaji Street,  
Srinivasapuram, Guduvancherry,  
Kancheepuram – 603 202



45/2017/BK4

Presented in the Office of SUB REGISTRAR of Padappai and fee of Rs. 245 paid between hours of 9  
and A on 30/05/2017 by

I Left Thumb



*G.S.10/14*

Name : G.SETHUPATHY (M/S CASA GRANDE)

S/o

Additional as per rectails Document

*9840652488*

Execution Admitted by

I Left Thumb



*G.S.10/14*

Name : G.SETHUPATHY (M/S CASA GRANDE)

S/o

Additional as per rectails Document

Claim Admitted by

I Left Thumb



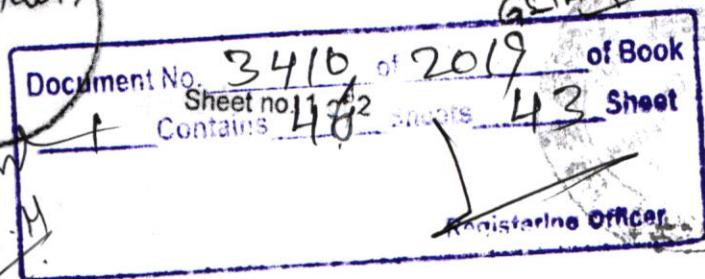
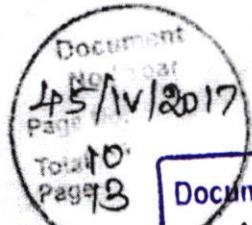
*Uma.*

Name : UMA MAHESWARI

W/o

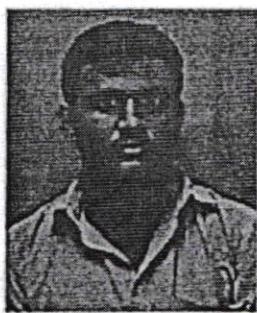
Additional as per rectails Document

*9444272335*



Identified by

Left Thumb



Jay.G

Name : G.JAYAKUMAR

S/o S.GUNASEKAR

Additional as per rectails Document

984039494

2 Left Thumb



D.B

Name : PARTHIBAN

S/o DHANAPAL

Additional as per rectails Document

9566069147

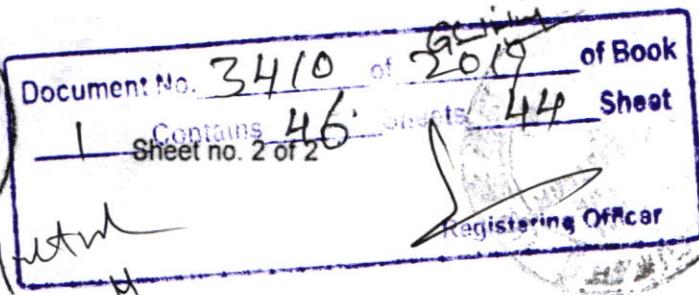
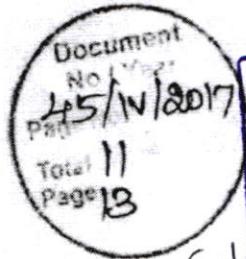
30th day of May 2017

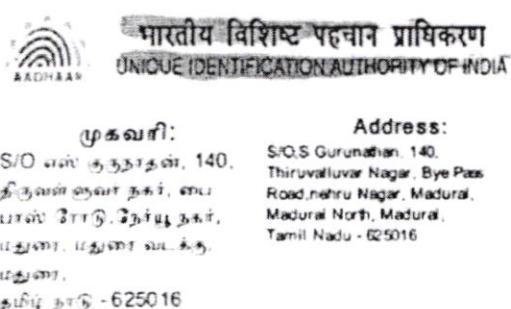
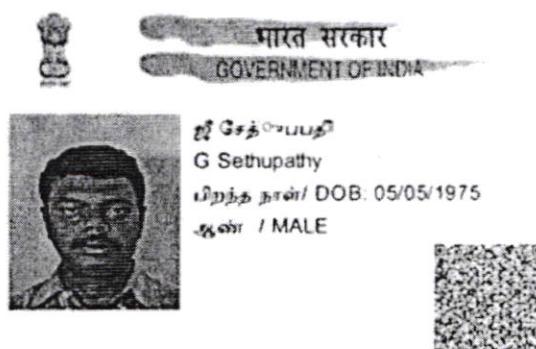
SUB REGISTRAR

Padappai

Registered as No 45 of 2017 of Book IV

Date : 30/05/2017 SUB REGISTRAR Padappai



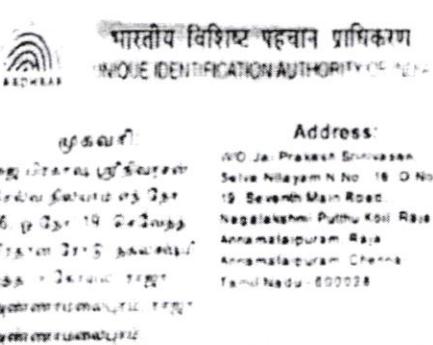


3042 3858 6436

எனது ஆதார், எனது அடையாளம்.

3042 3858 6436

MERA AADHAAR, MERI PEHACHAN

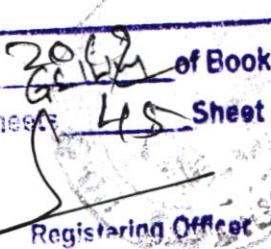
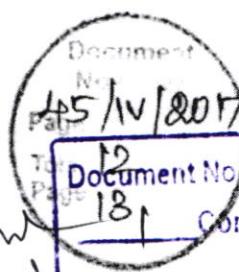


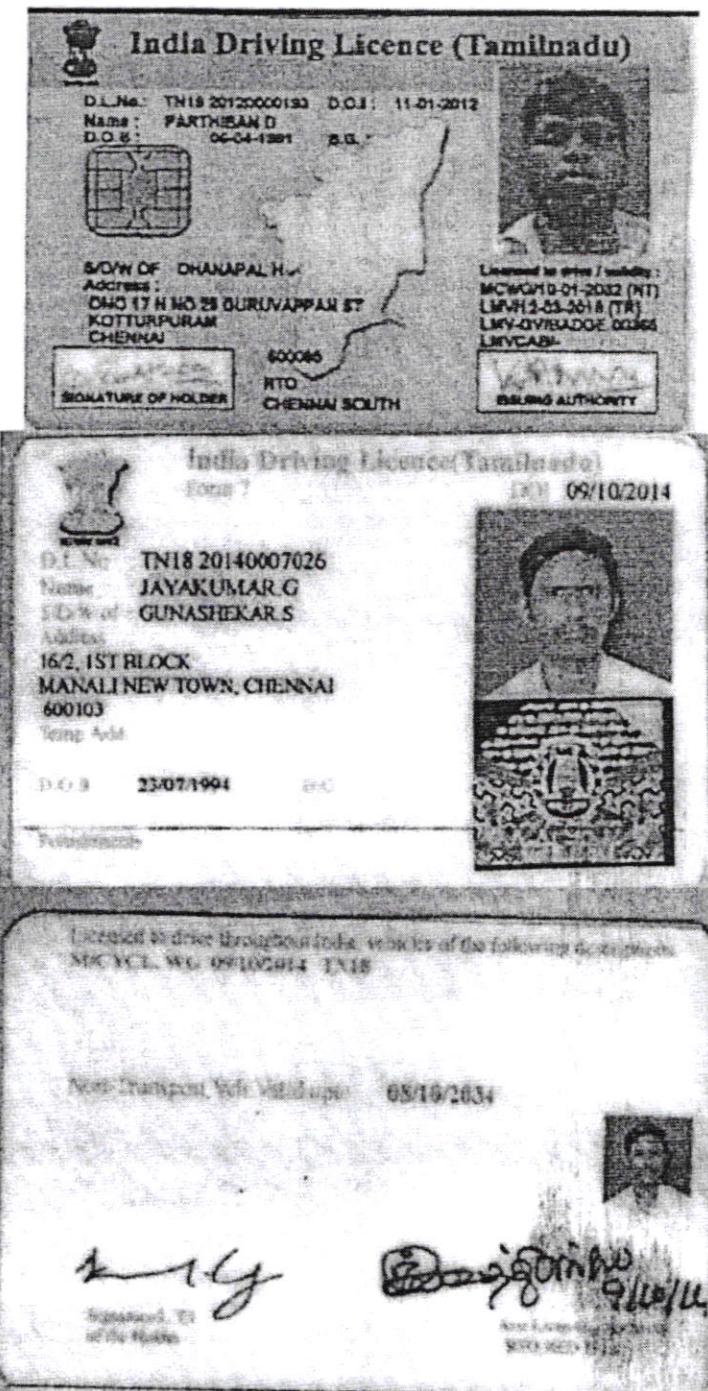
7294 3909 9120

7294 3909 9120

Uma.

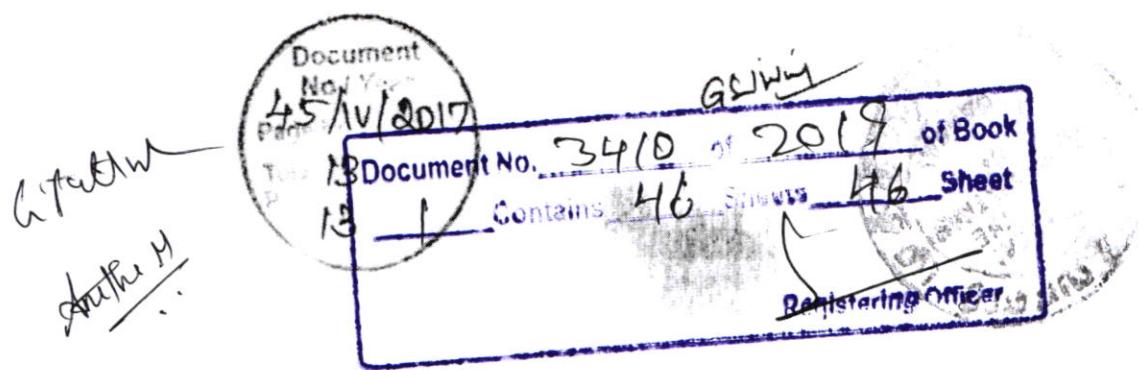
G. Sethupathy





Mma.

G. Selvam



-OLD

Ferns A308



தமிழ்நாடு தமில்நாடு TAMIL NADU



28 MAR 2019

CASAGRAND BUILDER PVT. LTD.

59AB 800103

I. JACINTHA  
Stamp Vendor Lic. No. 20540/B4/B7/92  
No. 3, Suseela Nagar, Kodungaiyur,  
Chennai - 600 051

### AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("AGREEMENT") ENTERED INTO AT CHENNAI ON  
12<sup>TH</sup> DAY OF APRIL 2019

BY AND BETWEEN

(1) M/s. CASAGRAND BUILDER PRIVATE LIMITED [PAN: AACCC2758A], (formerly known as M/s. Casa Grande Private Limited), a company incorporated under the provisions of Companies Act, 1956, and having its Registered Office at NPL Devi, New No.111, Old No.59, L.B. Road, Thiruvanmiyur, Chennai – 600 041, represented by its Authorized Signatory **Mr. G. Sethupathy** [Aadhaar No. 3042 3858 6436], son of Mr. S. Gurunathan, aged about 43 years (by virtue of board resolution dated 01.03.2019), hereinafter called and referred to as the "Promoter" / "Party of the First Part";

(2) Mrs. M.D. BHUVANESWARI [PAN: APIPB8817K], daughter of (late) M.Dhamodharan, aged about 64 years, residing at 41/2, 5th Street, S.B.I (staff) Colony, Arumbakkam, Chennai – 600 106;

for Casagrand Builder Pvt. Ltd.

for Casa Grande Civil Engineering (P) Ltd.

*G. Setupathy*  
*Arul U. B.*

*G. Setupathy*  
Authorized Signatory

*G. Setupathy*

Authorized Signatory

ALLOTTEE(S)

VENDORS

- (3) **Ms. M. RANI** [PAN: AUPPR7760R], daughter of (late) M. Dhamodharan, aged about 63 years, residing at 41/2, 5th Street, S.B.I (staff) Colony, Arumbakkam, Chennai – 600 106;
- (4) **Ms. M. THIRUVENI** [PAN: AONPT3085R], daughter of (late) M. Dhamodharan, aged about 61 years, residing at 41/2, 5th Street, S.B.I (staff) Colony, Arumbakkam, Chennai -600 106;
- (5) **Mr. M.D. VEERARAGHAVALU** [PAN: ACMPV7106N], son of (late) M.Dhamodharan, aged about 60 years residing at 41/2, 5th Street, S.B.I (staff) Colony, Arumbakkam, Chennai – 600 106;
- (6) **Mr. M. D. BHASKAR** [PAN: AHIPB6373J], son of (late) M. Dhamodharan, aged about 59 years, residing at 41/2, 5th Street, S.B.I (staff) Colony, Arumbakkam, Chennai – 600 106;
- (7) **Ms. G. GOMATHI**, wife of (late) M. D. Madhava Krishnan, aged about 39 years, residing at 41/2, 5<sup>th</sup> Street, S.B.I (staff) Colony, Arumbakkam, Chennai – 600 106;

parties 2 to 7 represented by their Power Agent **M/s.CASA GRANDE CIVIL ENGINEERING PRIVATE LIMITED** [PAN: AAFCC5227K], a company incorporated under the provisions of the Companies Act, 1956, having its registered office at NPL Devi, New No. 111, Old No. 59, L.B. Road, Thiruvanmiyur, Chennai – 600 041, represented by its Authorized Signatory **Mr. G. Sethupathy** [Aadhaar No. 3042 3858 6436], son of Mr. S. Gurunathan, aged about 43 years (by virtue of board resolution dated 01.03.2019), duly appointed and authorized vide General Power of Attorney dated 01.12.2016, registered as Document No. 5970/2016, SRO at Padappai, hereinafter collectively called and referred to as the "Party of the Second Part";

"Party of the First Part" / "Promoter" and "Party of the Second Part" hereinafter collectively called and referred to the "Vendors" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-office, executors, receivers, attorneys, administrators and assignees etc.

AND

- (1) **Mr. G PATHMANABAN** [PAN: ASIPP2883N], son of Mr. P Govindhan, aged about 34 years;
- (2) **Mrs. M ANITHA** [PAN: ALFPA1852Q], wife of Mr. G Pathmanaban, aged about 32 years;

both residing at No.F4, Guru Kailash Apartments, Pamban Swamigal Salai, Chitlapakkam, Chennai - 600 064, hereinafter called and referred to as the "Allottee(s)" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, receivers, attorneys, administrators, successors-in-interest and assignees etc.);

The Vendors and the Allottee(s) shall hereinafter be either collectively referred to as "Parties" and/or individually as "Party".

*for Casagrand Builder Pvt. Ltd.*

ALLOTTEE(S)

*for Casa Grande Civil Engineering (P) Ltd.*

Authorized Signatory

Authorized Signatory

VENDORS

WHEREAS:

- A. The property admeasuring an extent of 4 Acres 31 Cents comprised in Survey Nos. 386/3B1, 386/3B2, 386/3B3, 386/3B4, 386/3B5, 386/3B6, 386/3B7, 386/3B8, 386/3B9, corresponding to the Old Survey Nos. 386/3B, 386/4B, 386/5B situated at Perungalathur village, Tambaram Taluk and Kancheepuram District was originally owned and possessed by Mr. M. Dhamodharan and he having purchased the same from Mr. V.R. Subburama Iyer vide Sale Deed dated 20.06.1962, registered as Document No. 1606 of 1962, in the office of the Sub-Registrar, Tambaram.
- B. Subsequently, Mr. Damodaran died intestate on 27.09.1966 leaving behind his wife (1) Mrs. M. Pankajakshi Amma and his children namely (2) Ms. M.D. Bhuvaneswari, (3) Ms. M. Rani, (4) Ms. M. Thiruveni, (5) Mr. M.D. Veeraraghavalu, (6) Mr. M.D. Bhaskar, (7) Mr. M.D. Madhavakrishnan and (8) Mr. M.D. Manohar as his only legal heirs.
- C. The Tahsildar, Tambaram, issued Patta bearing No. 6342 dated 13.07.2010 in favour of (1) Mrs. M. Pankajakshi, (2) Ms. M.D. Bhuvaneswari, (3) Ms. M. Rani, (4) Ms. M. Thiruveni, (5) Mr. M.D. Veeraraghavalu, (6) Mr. M.D. Bhaskar, (7) Mr. M.D. Madhavakrishnan and (8) Mr. M.D. Manohar for their aforesaid properties and as per the said Extract, the aforesaid properties comprised in Survey Nos. 386/3B, 386/4B, 386/5B of Perungalathur village, Tambaram Taluk and Kancheepuram District measuring an extent of 1.74.50 Hectares (i.e. 4 Acres 31 cents).
- D. The Legal Heirs of Mr. Damodharan namely (1) Mrs. M. Pankajakshi, (2) Ms. M.D. Bhuvaneswari, (3) Ms. M. Rani, (4) Ms. M. Thiruveni, (5) Mr. M.D. Veeraraghavalu, (6) Mr. M.D. Bhaskar entered into a partition deed dated 31.05.2012, registered as Document No. 3701 of 2012, in the office of the Sub-Registrar, Padappai. As per the partition deed, the subject property is subdivided into nine parts as detailed below:

- |                          |   |   |
|--------------------------|---|---|
| 1. M. Pankajakshi        | - | Survey No. 386/4B, 386/5B - extent 46 cents |
| 2. M.D. Bhuvaneshwari    | - | Survey No. 386/3B - extent 46 cents         |
| 3. M. Rani               | - | Survey No. 386/4B, 386/5B - extent 46 cents |
| 4. M. Thiruveni          | - | Survey No. 386/3B, 386/4B - extent 46 cents |
| 5. M.D. Veeraraghavalu   | - | Survey No. 386/4B, 386/5B - extent 46 cents |
| 6. M.D. Bhaskar          | - | Survey No. 386/3B, 386/4B - extent 46 cents |
| 7. Common Pathway        | - | 63 cents                                    |
| 8. M.D. Manohar          | - | 46 cents and                                |
| 9. M.D. Madhavakrishnan- |   | 46 cents                                    |

for Casagrand Builder Pvt. Ltd.

for Casa Grande Civil Engineering (P) Ltd.

*C. P. S. T. W.  
Authorised Signatory*

ALLOTTEE(S)

*G.S.I.W.J.*  
Authorized Signatory

*G.S.-I.W.J.*  
Authorized Signatory

VENDORS

- E. The aforesaid Mr. M.D. Madhavakrishnan, one of the legal heirs of late. M. Damodharan died on 07.12.2009 and another son Mr. M.D. Manohar were not parties to the partition deed. However, their share of 92 cents (46 cents each) was set aside and not included in the partition deed.
- F. Based on the partition the members of the family were issued with new patta for their respective 46 cents land with new subdivided survey numbers as given under:
- (i) Patta No. 7931 dated 07.11.2012 issued by the Deputy Tahsildar, Tambaram in the name of Mrs. M. Pankajakshi Amma, wife of Mr. M. Damodharan, for the land in Survey No. 386/3B4 to an extent of 19.40 Ares.
  - (ii) Patta No. 7935 dated 07.11.2012 issued by the Deputy Tahsildar, Tambaram in the name of Mrs. M.D. Bhuvaneswari, wife of Mr. Dayanithi, for the land in Survey No. 386/3B9 to an extent of 19.40 Ares.
  - (iii) Patta No. 7930 dated 07.11.2012 issued by the Deputy Tahsildar, Tambaram in the name of Ms. M. Rani, daughter of Mr. M. Damodharan, for the land in Survey No. 386/3B3 to an extent of 18.40 Ares.
  - (iv) Patta No. 7934 dated 07.11.2012 issued by the Deputy Tahsildar, Tambaram in the name of Ms. M. Thiruveni, daughter of Mr. M. Damodharan, for the land in Survey No. 386/3B8 to an extent of 18.40 Ares.
  - (v) Patta No. 7929 dated 07.11.2012 issued by the Deputy Tahsildar, Tambaram in the name of Mr. M.D. Veeraragavalu, son of Mr. M. Damodharan, for the land in Survey No. 386/3B2 to an extent of 18.40 Ares.
  - (vi) Patta No. 7933 dated 07.11.2012 issued by the Deputy Tahsildar, Tambaram in the name of Mr. M.D. Bhaskar, son of Mr. M. Damodharan, for the land in Survey No. 386/3B7 to an extent of 18.40 Ares.
  - (vii) Patta No. 7917 dated 07.11.2012 issued by the Deputy Tahsildar, Tambaram in the name of Mr. M.D. Manohar, son of Mr. M. Damodharan, for the land in Survey No. 386/3B1 to an extent of 18.40 Ares.
  - (viii) Patta No. 6342 dated 29.04.2014 issued by the Deputy Tahsildar, Tambaram in the name of Mrs. M. Pankajakshi & 7 others for the land in Survey No. 386/3B5 to an extent of 25.30 Ares.
  - (ix) Patta No. 7932 dated 29.04.2014 issued by the Deputy Tahsildar, Tambaram in the name of Mr. M.D. Madhavakrishnan, son of Mr. M. Damodharan, for the land in Survey No. 386/3B6 to an extent of 18.40 Ares.
- G. The said Mr. M.D. Madhavakrishnan died on 07.12.2009 as evidenced by the death certificate bearing registration No. 2377/2009/11, dated 14.12.2009, leaving behind his mother Mrs. M. Pankajakshi Ammal, wife Mrs. G. Gomathi and son Master M.M. Rukminesh as his only legal heirs.

*for Casagrand Builder Pvt. Ltd.*

ALLOTTEE(S)

*for Casa Grande Civil Engineering (P) Ltd.*

Authorized Signatory

Authorized Signatory

VENDORS

- H. Whereas out of the above said shares, the share of Mr. M.D. Manohar was sold to M/s.Casa Grande Private Limited (presently known as M/s.Casagrand Builder Private Limited), the Party of the First Part / Promoter herein, vide a Sale Deed dated 01.12.2016, registered as Document No. 5967/2016, SRO at Padappai, morefully described in the Item 1 of the Schedule 'A' hereunder.
- I. Further, the said Mrs. Pankajakshiammal and Minor Rukminesh have sold their respective share to M/s.Casa Grande Private Limited (presently known as M/s.Casagrand Builder Private Limited), the Party of the First Part / Promoter herein, vide two separate sale deeds both dated 01.12.2016, registered as Document Nos. 5969/2016 and 5968/2016, SRO at Padappai, morefully described in the Item 2 and 3 of the Schedule 'A' hereunder.
- J. The aforesaid Mrs. M.D. Bhuvaneswari, Ms. M. Rani, Ms. M. Thiruveni, Mr. M.D. Veeraraghavalu, Mr. M.D. Bhaskar and Ms. G. Gomathi have been in absolute possession and enjoyment of the property morefully described in the Schedule 'B' hereunder and have been paying the necessary statutory taxes and outgoings and have empowered M/s. Casa Grande Civil Engineering Private Limited vide a General Power of Attorney dated 01.12.2016, registered as Document No.5970/2016 SRO at Padappai, to sell, execute agreement/s, sale deed/s and to do other allied activities and the said General Power of Attorney is still in force and effect.
- K. Thus the aforesaid Mrs. M.D. Bhuvaneswari and five others represented by M/s. Casa Grande Civil Engineering Pvt. Ltd. and M/s. Casagrand Builder Private Limited, the Vendors herein, are having an extent totally admeasuring **4.31 Acres** [i.e. 1,87,744 Sq.ft. or thereabouts] comprised in Survey Nos. 386/3B1, 386/3B2, 386/3B3, 386/3B4, 386/3B5, 386/3B6, 386/3B7, 386/3B8 and 386/3B9 situated at Perungalathur Village, Tambaram Taluk, Kancheepuram District, morefully described in Schedule 'C' hereunder.
- L. The Party of the First Part / Promoter and the Party of the Second Part have entered into a Development Agreement dated 16.12.2016 and the Promoter has formulated a scheme for developing the Schedule 'C' property into a residential project; and
- M. The Vendors have gifted an extent of 1624.90 Sq. Metre [i.e. 17491 Sq.ft. or thereabouts] towards Open Space Reservation Area and 1227.82 Sq. Metre [i.e. 13217 Sq.ft. or thereabouts] towards Road Area and the gifted portion totally admeasuring **30708 Sq.ft.** or thereabouts required by the approval authority and in evidence thereof two Gift Deeds both dated 13.02.2017, registered as Document Nos. 780/2017 & 781/2017, SRO at Padappai, and morefully described in **Schedule 'D' Property** hereunder.

*for Casagrand Builder Pvt. Ltd.*

ALLOTTEE(S)

*for Casa Grande Civil Engineering (P) Ltd.*

*G.S. Ling*

Authorized Signatory

*G.S. Ling*

Authorized Signatory

VENDORS

- N. Thus the Vendors are having an extent of **1,57,036 Sq.ft.** (after leaving the above said OSR & Road Area) of land as described in Schedule 'E' Property for developing and selling;
- O. The Vendors are the absolute owner of title, possession and enjoyment of the property, more particularly described in the Schedule 'E' hereunder and the Schedule 'E' property is free from all and any encumbrance or charge;
- P. The Promoter has obtained requisite sanctions, authorizations, consents, no objections, permissions and approvals from the appropriate authorities for construction and development of the Project vide Planning Permit No. B/Spl. Bldg/90 A to I/2017, dated 27.03.2017 issued by Chennai Metropolitan Development Authority; and
- Q. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Chennai on 21.08.2017 under Registration No.TN/01/Building/0026/2017; and
- R. The Allottee(s) has/have 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; and
- S. The Allottee(s) desirous of owning an Apartment in the Project has offered to purchase **610 square feet** of undivided share in Schedule 'E' property, more particularly described as **Schedule 'F'** hereunder and engage the Promoter to construct an Apartment as per the scheme formulated by the Promoter; and
- T. The Vendors have agreed to transfer the Schedule 'F' property in favour of the Allottee(s) subject to the terms recorded hereunder; and
- U. The Vendors are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the vendors regarding the said land on which Project is to be developed have been completed; and
- V. The Parties have decided to reduce the terms and conditions mutually agreed upon into writing through these presents.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

The Vendors and the Allottee(s) mutually agree and covenant as follows:-

1. The Vendors agree to transfer and convey Schedule 'F' Property described hereunder in favour of the Allottee(s) for a sum of **Rs.9,82,100/- (Rupees Nine Lakh Eighty Two Thousand and One Hundred only)** towards sale consideration of the Schedule 'F' Property.

*for Casagrand Builder Pvt. Ltd.*

ALLOTTEE(S)

*for Casa Grande Civil Engineering (P) Ltd.*

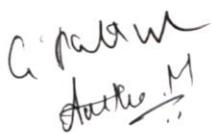
*G.Sing*  
Authorized Signatory

*G.Sing*  
Authorized Signatory

VENDORS

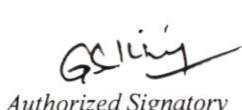
2. The Allottee(s) has/have paid a sum of **Rs.1,00,000/- (Rupees One Lakh only)** as advance towards land cost to the Promoter. The balance land cost of **Rs.8,82,100/- (Rupees Eight Lakh Eighty Two Thousand and One Hundred only)** shall be paid by the Allottee(s) within 50 days from the date of booking which shall be the time of completion of this Agreement and time being the essence of this Agreement. The Promoter herein are entitled to charge the interest, which shall be the State Bank of India highest Marginal Cost of Landing Rate plus two percent as prescribed under Tamil Nadu Real Estate (Regulation and Development) Rules, 2017, on the delayed payment beyond 50 days from the date of booking and the Allottee(s) undertakes to pay the same.
3. The Vendors represent that there is an existing charge created with the *M/s. Tata Capital Housing Finance Limited* for availing project finance. However, the Vendors shall release the Schedule 'F' property from the charge created and obtain suitable 'No objection certificate' from the respective banks / financial institution before the execution of sale deed relating to the conveyance of the Schedule 'F' property to and in favour of the Purchaser(s).
4. The right of the Allottee(s) to purchase the Schedule 'F' property shall be subject to the Allottee(s) engaging the Promoter for construction of his/her apartment through the Promoter by entering into a Construction Agreement in accordance with the scheme of development formulated by the Promoter. The Allottee(s) undertake to have a residential unit to be constructed only through the Promoter, which alone will be entitled to construct for the Allottee(s) herein similar to other Allotees.
5. The Allottee(s) agrees that the execution of the Construction Agreement with Promoter and timely payment of installments as per the payment schedule in the respective agreements executed under the scheme of development shall be condition precedent for purchase of the Schedule 'F' property.
6. The Allottee(s) without the prior written consent of Promoter shall not have the right in any way to assign or transfer the interest under this Agreement at any time before registration of sale deed for the Schedule 'F' property.
7. The Vendors hereto shall not enter into any agreement in respect of the property described in Schedule 'F' hereunder with any other person/s during the subsistence of this agreement.
8. That all payments to be paid under this Agreement by the Allottee(s) to the Promoter, apart from the loan amount, shall be paid directly by the Allottee(s) to the Promoter. If any loan amounts availed by the Allottee(s), shall be directly disbursed / released by the bank / financial institution to the Vendors and the same shall be treated as payments

*for Casagrand Builder Pvt. Ltd.*



ALLOTTEE(S)

*for Casa Grande Civil Engineering (P) Ltd.*



Authorized Signatory



Authorized Signatory

VENDORS

made on behalf of the Allottee(s). Notwithstanding whether the loan is obtained or not, the Allottee(s) shall be liable to pay to the Promoter on the due dates the relevant installments and all other sums due under this Agreement and in the event, if there is any delay and or default is made in payment of such amounts, the Allottee(s) shall be liable for the consequences including payment of delayed payment charges on the outstanding payment as provided in this agreement and as applicable by RERA rules.

9. The Allottee(s) hereby agrees that the assignment of the Allottee's right under this agreement to any third party is subject to the prior written permission of the Promoter and further agrees to pay to the Promoter in an Assignment fee of 10% of Total Price ("Assignment Fee").
10. The Parties hereto agree and confirm that the execution and registration of the Sale Deed envisaged for conveyance of the Schedule 'F' property to the Allottee(s) shall be completed only on receipt of all monies due from the Allottee(s) to the Promoter under this Agreement as well as other agreements related to this project, if any, executed between the Parties under the scheme of development.
11. Provided always it is hereby expressly agreed to by and between the Parties hereto that all agreements entered into between the Parties pursuant to the scheme of development are separate and distinct but default in one shall be construed as default in the other and the rights and obligations of the Parties shall be determined accordingly. Further the Parties agree and confirm that this agreement shall stand automatically terminated in the event of termination of any one of the agreements entered into between the Parties under the scheme of development.
12. The Allottee(s) shall come forward for registration of this Agreement and all stamp duty, registration charges for registration of this Agreement and the sale deed in future shall be borne by the Allottee(s).
13. In the event of the Allottee(s) failing to make the payments as agreed in the respective agreements as per the agreed schedule of payment or cancel/withdraw from the Project except for the default of the Promoter, then the Promoter at their discretion after due notice of 30 days to the Allottee(s) is entitled to cancel this Agreement and re-allot Schedule 'F' property to another party and the Allottee(s) shall thereafter have no right, interest or claim over the Schedule 'F' property. Consequent to such termination, subject to deduction of the 10% of total consideration, the Promoter shall refund the monies collected from the Allottee(s) within 90 days of such cancellation without interest, simultaneous to the Allottee(s) executing necessary cancellation and registration of the Agreement and/or sale deed by the Allottee(s).

*for Casagrand Builder Pvt. Ltd.*

*C. Pathak*  
*Authorised Signatory*

ALLOTTEE(S)

*for Casa Grande Civil Engineering (P) Ltd.*

*GS-1119*  
*Authorized Signatory*

*GS-1119*  
*Authorized Signatory*

VENDORS

14. The Parties hereby confirm that this Agreement and the Construction Agreement of even date entered into by the Allottee(s) shall co-exist or co-terminate.
15. That all notices to be served on the Allottee(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoter by Registered Post/ e-mail/ courier at their respective addresses provided in this agreement. It shall be the duty of the Allottee(s) and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s), as the case may be.
16. That in case there are joint Allotees, all communications shall be sent by the Promoter to the Allottee(s) whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allotees.
17. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) is in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allotees.
18. Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
19. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
20. This Agreement may only be amended through written consent of the parties.
21. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws for the time being in force.

*for Casagrand Builder Pvt. Ltd.*

*for Casa Grande Civil Engineering (P) Ltd.*

ALLOTTEE(S)

Authorized Signatory

Authorized Signatory

VENDORS

22. The execution of this Agreement shall be complete only upon its execution by the Party of the First Part and Party of the Second Part through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the parties after the Agreement is duly executed by the parties or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Chennai.
23. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.
24. The competent Courts in Chennai alone shall have exclusive jurisdiction.

#### **SCHEDULE 'A'**

(Property owned by M/s.Casagrand Builder Private Limited)

**Item 1:**

Property comprised under Sale Deed dated 01.12.2016, registered as Document No. 5967/2016, SRO at Padappai

All that piece and parcel of vacant land situated at Perungalathur Village, Tambaram Taluk, Kancheepuram District measuring an extent of 46 cents comprised in Survey No. 386/3B1 TOGETHER WITH 1/8<sup>th</sup> undivided share in the land comprised in Survey No. 386/3B5 measuring an extent of 63 cents situated within the Registration District of Chennai South and the Registration Sub-District of Padappai.

**Item 2:**

Property comprised under Sale Deed dated 01.12.2016, registered as Document No. 5969/2016, SRO at Padappai

**Item 2A:**

All that piece and parcel of vacant land situated at Perungalathur Village, Tambaram Taluk, Kancheepuram District measuring an extent of 46 cents comprised in Survey No. 386/3B4 TOGETHER WITH 1/8<sup>th</sup> undivided share in the land comprised in Survey No. 386/3B5 measuring an extent of 63 cents situated within the Registration District of Chennai South and the Registration Sub-District of Padappai.

*for Casagrand Builder Pvt. Ltd.*

*for Casa Grande Civil Engineering (P) Ltd.*

*GS-LWJ*  
Authorized Signatory

*GS-LWJ*  
Authorized Signatory

**ALLOTTEE(S)**

**VENDORS**

**Item 2B:****1/3<sup>RD</sup> UNDIVIDED SHARE, TITLE AND INTEREST IN**

All that piece and parcel of vacant land situated at Perungalathur Village, Tambaram Taluk, Kancheepuram District measuring an extent of 46 cents comprised in Survey No. 386/3B6 TOGETHER WITH 1/8<sup>th</sup> undivided share in the land comprised in Survey No. 386/3B5 measuring an extent of 63 Cents situated within the Registration District of Chennai South and the Registration Sub-District of Padappai.

**Item 3:**

Property comprised under Sale Deed dated 01.12.2016, registered as Document No. 5968/2016, SRO at Padappai

**1/3<sup>RD</sup> UNDIVIDED SHARE, TITLE AND INTEREST IN**

All that piece and parcel of vacant land situated at Perungalathur Village, Tambaram Taluk, Kancheepuram District measuring an extent of 46 cents comprised in Survey No. 386/3B6 TOGETHER WITH 1/8<sup>th</sup> undivided share in the land comprised in Survey No. 386/3B5 measuring an extent of 63 cents situated within the Registration District of Chennai South and the Registration Sub-District of Padappai.

**SCHEDEULE 'B'**

(Property owned by Mrs. M.D. Bhuvaneswari and others and power given to  
M/s. Casa Grande Civil Engineering Pvt. Ltd.)

**Item 1: Share of Mrs. Bhuvaneswari**

All that piece and parcel of vacant land situated at Perungalathur Village, Tambaram Taluk, Kancheepuram District measuring an extent of 46 cents comprised in Survey No. 386/3B9 TOGETHER WITH 1/8<sup>th</sup> undivided share in the land comprised in Survey No. 386/3B5 measuring an extent of 63 cents situated within the Registration District of Chennai South and the Registration Sub-District of Padappai.

**Item 2: Share of Mrs. Rani**

All that piece and parcel of vacant land situated at Perungalathur Village, Tambaram Taluk, Kancheepuram District measuring an extent of 46 cents comprised in Survey No. 386/3B3 TOGETHER WITH 1/8<sup>th</sup> undivided share in the land comprised in Survey No. 386/3B5 measuring an extent of 63 cents situated within the Registration District of Chennai South and the Registration Sub-District of Padappai.

*for Casagrand Builder Pvt. Ltd.*

ALLOTTEE(S)

*for Casa Grande Civil Engineering (P) Ltd.*

Authorized Signatory

Authorized Signatory

VENDORS

**Item 3:** Share of Ms. M. Thiruveni

All that piece and parcel of vacant land situated at Perungalathur Village, Tambaram Taluk, Kancheepuram District measuring an extent of 46 cents comprised in Survey No. 386/3B8 TOGETHER WITH 1/8<sup>th</sup> undivided share in the land comprised in Survey No. 386/3B5 measuring an extent of 63 cents situated within the Registration District of Chennai South and the Registration Sub-District of Padappai.

**Item 4:** Share of Mr. M.D. Veeraragavalu

All that piece and parcel of vacant land situated at Perungalathur Village, Tambaram Taluk, Kancheepuram District, measuring an extent of 46 cents comprised in Survey No. 386/3B2 TOGETHER WITH 1/8<sup>th</sup> undivided share in the land comprised in Survey No. 386/3B5 measuring an extent of 63 cents situated within the Registration District of Chennai South and the Registration Sub-District of Padappai.

**Item 5:** Share of Mr. M.D. Bhaskar

All that piece and parcel of vacant land situated at Perungalathur Village, Tambaram Taluk, Kancheepuram District measuring an extent of 46 cents comprised in Survey No. 386/3B7 TOGETHER WITH 1/8<sup>th</sup> undivided share in the land comprised in Survey No. 386/3B5 measuring an extent of 63 cents situated within the Registration District of Chennai South and the Registration Sub-District of Padappai.

**Item 6:** Share of Mrs. Gomathi**1/3<sup>RD</sup> UNDIVIDED SHARE, TITLE AND INTEREST IN**

All that piece and parcel of vacant land situated at Perungalathur Village, Tambaram Taluk, Kancheepuram District measuring an extent of 46 cents comprised in Survey No. 386/3B6 TOGETHER WITH 1/8<sup>th</sup> undivided share in the land comprised in Survey No. 386/3B5 measuring an extent of 63 cents situated within the Registration District of Chennai South and the Registration Sub-District of Padappai.

**SCHEDULE 'C'**

(Total Property comprising Schedule 'A' & 'B' hereinabove)

All that piece and parcel of vacant land situated at Perungalathur Village, Tambaram Taluk, Kancheepuram District comprised in survey numbers viz.,

- (1) Survey No. 386/3B1 measuring 46 cents
- (2) Survey No. 386/3B2 measuring 46 cents
- (3) Survey No. 386/3B3 measuring 46 cents
- (4) Survey No. 386/3B4 measuring 46 cents
- (5) Survey No. 386/3B5 measuring 63 cents
- (6) Survey No. 386/3B6 measuring 46 cents
- (7) Survey No. 386/3B7 measuring 46 cents
- (8) Survey No. 386/3B8 measuring 46 cents
- (9) Survey No. 386/3B9 measuring 46 cents

for Casagrand Builder Pvt. Ltd.

for Casa Grande Civil Engineering (P) Ltd.

ALLOTTEE(S)

Authorized Signatory

VENDORS

Authorized Signatory

in all totally admeasuring **4 Acres 31 Cents [i.e. 1,87,744 Sq.ft. or thereabouts]** and corresponding to its Old Survey Nos. 386/3B (extent 1.77 acres), Survey No.386/4B (extent 1.18 acres), Survey No.386/5B (extent 1.36 Acres) and bounded on the:

North by	Survey Nos.387 & 388
South by	Survey No.386/2B
East by	Survey No.385
West by	Survey Nos.386/3A,4A,5A (Canal)

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

#### **SCHEDULE 'D'**

(Open Space Reservation Area and Road left as per approval authority requirement)

All that piece and parcel of land comprising an extent of 1624.90 Sq. Metre [i.e. 17491 Sq.ft. or thereabouts] towards Open Space Reservation Area and 1227.82 Sq. Metre [i.e. 13217 Sq.ft. or thereabouts] towards Road Area totaling **30708 Sq. feet** in Schedule 'C' Property.

#### **SCHEDULE 'E'**

(Land remaining with Vendors for developing and selling)

All that piece and parcel of land comprising an extent of **1,57,036 Sq.ft.** in Schedule 'C' Property.

*for Casagrand Builder Pvt. Ltd.*

*for Casa Grande Civil Engineering (P) Ltd.*

**ALLOTTEE(S)**

*Authorized Signatory*

*Authorized Signatory*

**VENDORS**

**SCHEDULE 'F'**

*(Description of property hereby agreed to be conveyed by the Vendors to the Allottee/s)*

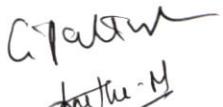
**610 Sq.ft.** of undivided share of land in the total extent of land in Schedule 'E' Property.

The Present Market Value of the Schedule 'F' property is **Rs.9,82,100/- (Rupees Nine Lakh Eighty Two Thousand and One Hundred only)**

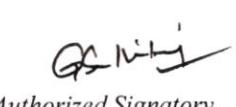
IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND SIGNED THEIR NAMES ON THIS AGREEMENT ON DAY, MONTH AND YEAR MENTIONED HEREINABOVE.

*for Casagrand Builder Pvt. Ltd.*

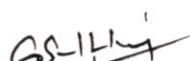
*for Casa Grande Civil Engineering (P) Ltd.*



ALLOTTEE(S)



Authorized Signatory



Authorized Signatory

VENDORS

**WITNESSES:**

1.

2.

Drafted by:

**C.K. Venkatesh, B.A., LLB.**

Advocate

(Regn. No. Ms. 713 of 2008)

Door No. A157-2, S.M. Block,

V.M. Balakrishnan Street,

Jafferkhanpet,

Chennai – 600 083.