

Before The National Green Tribunal sitting at
Chennai

Application No149 of 2016

Between:

V.Ramasubbu
Advocate

Door No.48/17, Theppakulam Street
Srivaikundam - 628 601.

.....Applicant

And

1. Union of India Rep. by the Secretary to Government,
Ministry of Environment and Forests and Climate Change
Government of India, ParyavaranBhavan,
New Delhi - 110003 and 8 Others.

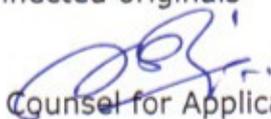
.....Respondents

Index to Paper Book - Additional Documents

**In response to the objection filed by 9th Respondent to the
Committee's report**

Sl.No	Date	DESCRIPTION	Page No.
1.	-	Online copy of A-Register which is revenue department document showing the ownership of 9 th respondent as M/s Venkates Agro Estate Pvt. Ltd	1
2.	-	Physiography village Map (part); Google satellite image and FMB Sketches of S.F.No. 400 and 402 showing the abolition of natural rain water drainage by construction of commercial buildings	2 to 5
3.	-	FMB Sketches of S.F.No. 210,214,382,383,385 showing the natural rainwater drainage and sub-streams in the private land of project area which are diverted and abolished by 9 th respondent	6 - 10
4.	-	Registered Sale deed documents and construction agreement documents executed by 9 th respondent	11 - 51

All above tabled Documents are true copy of connected originals


Counsel for Applicant



அ-பதிவேடு விவரங்கள்

மாவட்டம் : தேனி

வட்டம் : பெரியகுளம்

கிராமம் : கெங்குவார்பட்டி

1. புல எண்	441	9. மண் வயனமும் ரகமும்	8 - 2
2. உட்பிரிவு எண்	1	10. மண் தரம்	5
3. பழைய புல உட்பிரிவு எண்	441-P	11. தீர்வை (ரூ - ஹெ)	2.15
4. பகுதி	-	12. பரப்பு (ஹெக்டேர் - ஏர்)	0 - 39.50
5. அரசு / ரயத்துவாரி	ரயத்துவாரி	13. மொத்த தீர்வை (ரூ - பை)	0.89
6. நிலத்தின் வகை	பஞ்சை	14. பட்டா எண்	4339
7. பாசன ஆதாரம்	-	15. குறிப்பு	-
8. இரு போகமா	-	16. பெயர்	1.மெசர்ஸ் வெங்கடேஸ் அக்ரோ எஸ்டேட் (பி) லிமிடெட்

குறிப்பு 1:

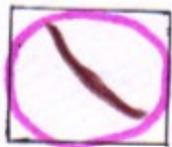
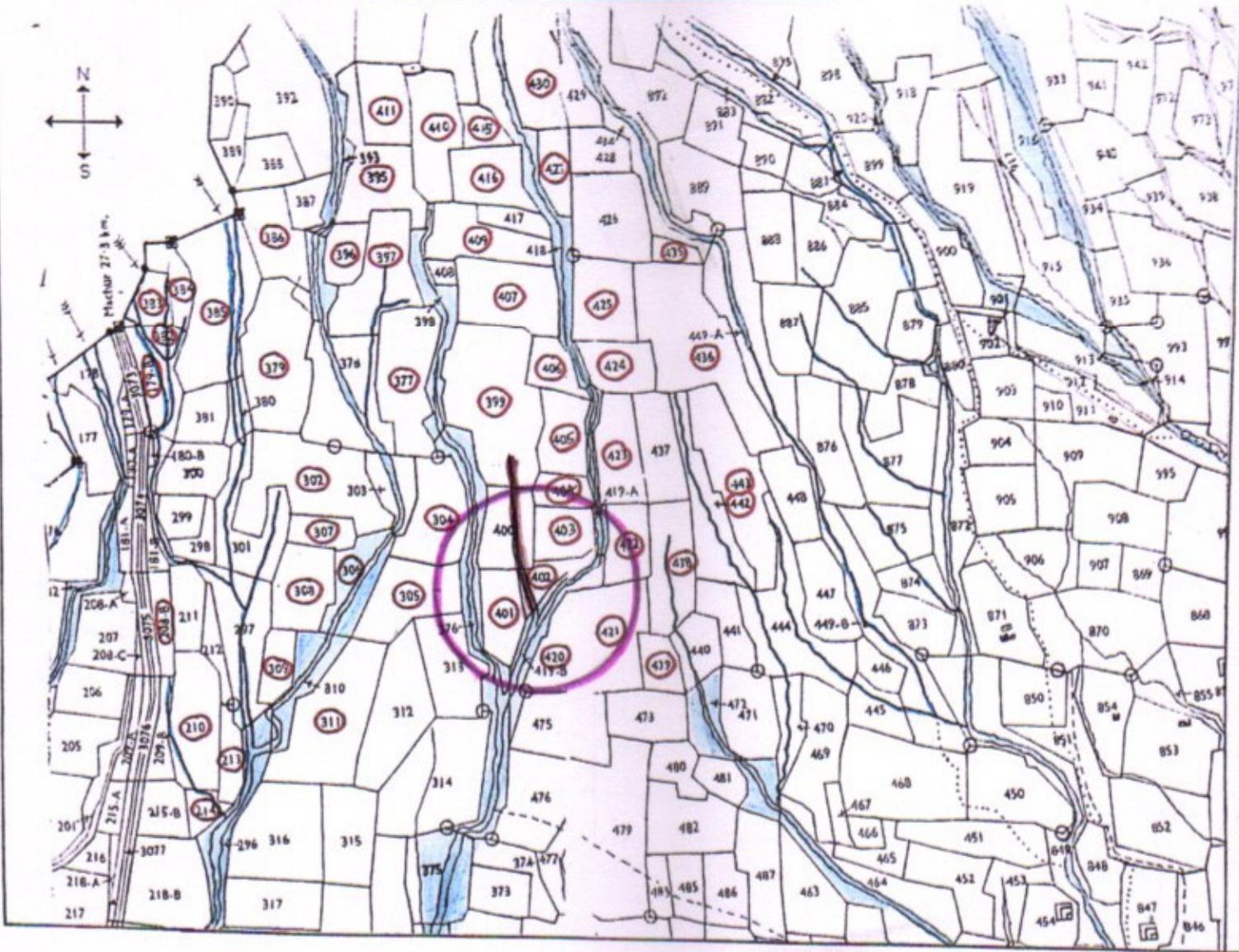


1.

மேற்கண்ட தகவல் / சான்றிதழ் நகல் விவரங்கள் மின் பதிவேட்டிலிருந்து பெறப்பட்டவை.
இவற்றை தாங்கள் <http://eservices.tn.gov.in> என்ற இணைய தளத்தில் 140049 என்ற
குறிப்பு எண்ணை உள்ளீடு செய்து உறுதி செய்துகொள்ளவும்.

Ganguvarpatti village Map (Part) showing the Project Location Survey Field Numbers

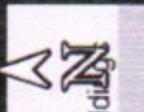
Physiography and River Channel Pattern of the Project Site



The sub-Stream abolished by 9th respondent by constructing buildings (Reference with the Google satellite image annexed herewith)



OYO 24200 Bahri Be



Legend



• Destruction of natural drainage in project area S.F.No.400 & 402 by constructing buildings

700 ft

Google Earth

Images © 2020 Maxar Technologies

© 2020 Google

3

4

District : Theni

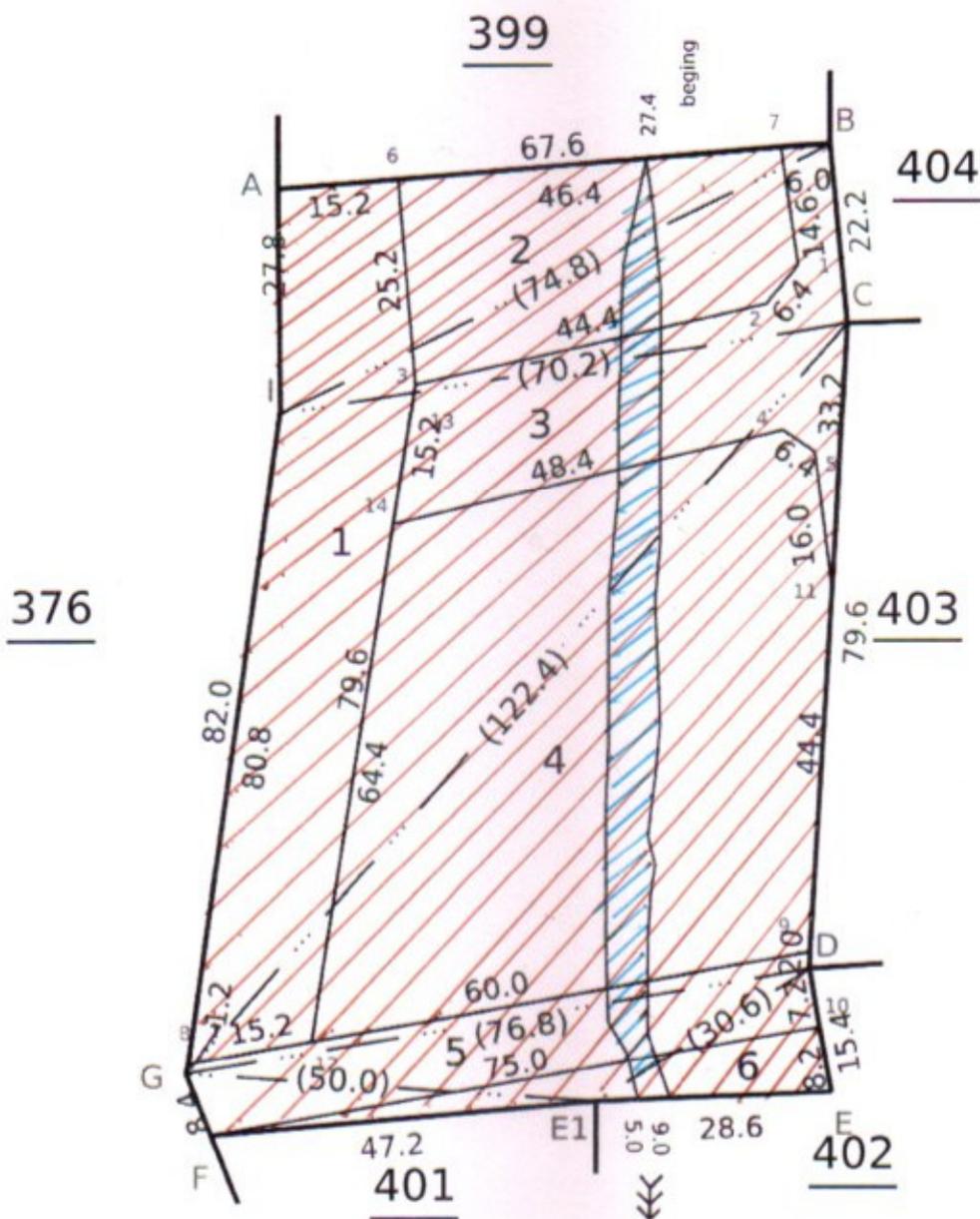
Survey No : 400

Taluk : Periyakulam

Area : Hect 00 Ares 88.00

Village : Genguvarpatti Bit - 1 [10]

Scale : 1 : 844



Area of the project comprised in S.F.No. 400



Sub-Stream flowing in the project land

Date of Issue: 11-09-2020 13:45:04

mv.240



5

District : Theni

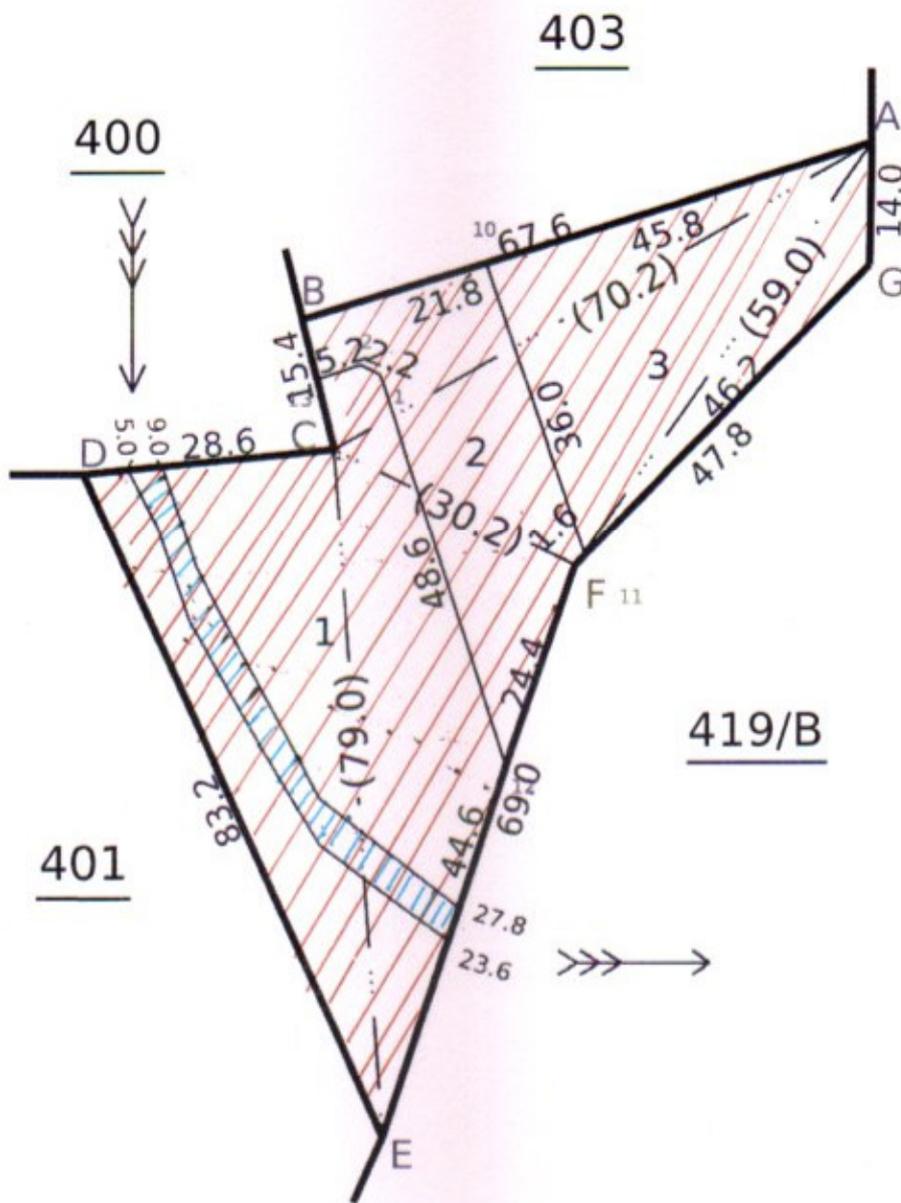
Survey No : 402

Taluk : Periyakulam

Area : Hect 00 Ares 41.50

Village : Genguvarpatti Bit - 1 [10]

Scale : 1 : 786



Area of the project comprised in S.F.No. **402**



Sub-Stream flowing in the project land

Date of Issue: 11-09-2020 13:45:53

mv.240



District : Theni

Survey No : 210

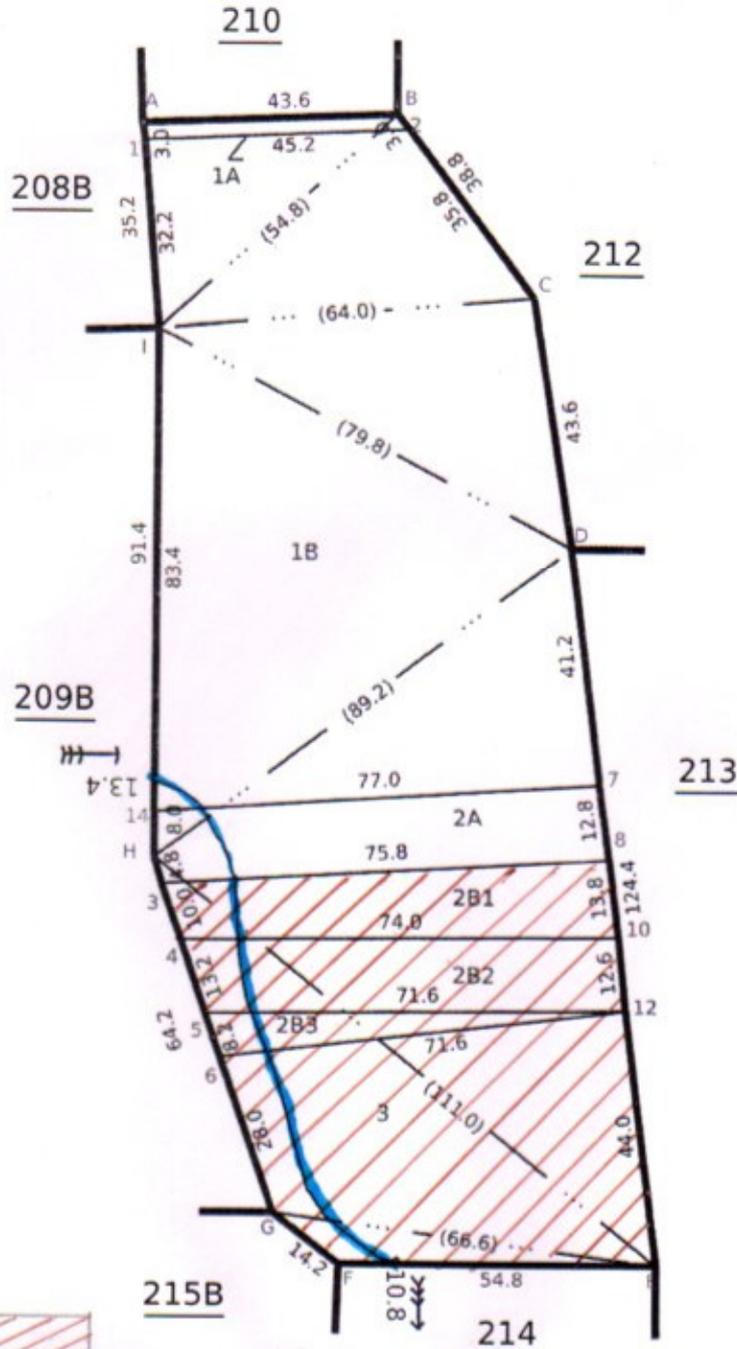
6

Taluk : Periyakulam

Area : Hect 01 Ares 32.00

Village : Genguvarpatti Bit - 1 [10]

Scale : 1 : 1186



Area of the project comprised in S.F.No.
SF. No. 210/2B1, 2B2, 3

Sub-Stream flowing in the project land

Date of Issue: 11-09-2020 13:30:07

mv.240 ft



District : Theni

Survey No : 214



Taluk : Periyakulam

Area : Hect 00 Ares 29.50

Village : Genguvarpatti Bit - 1 [10]

Scale : 1 : 657

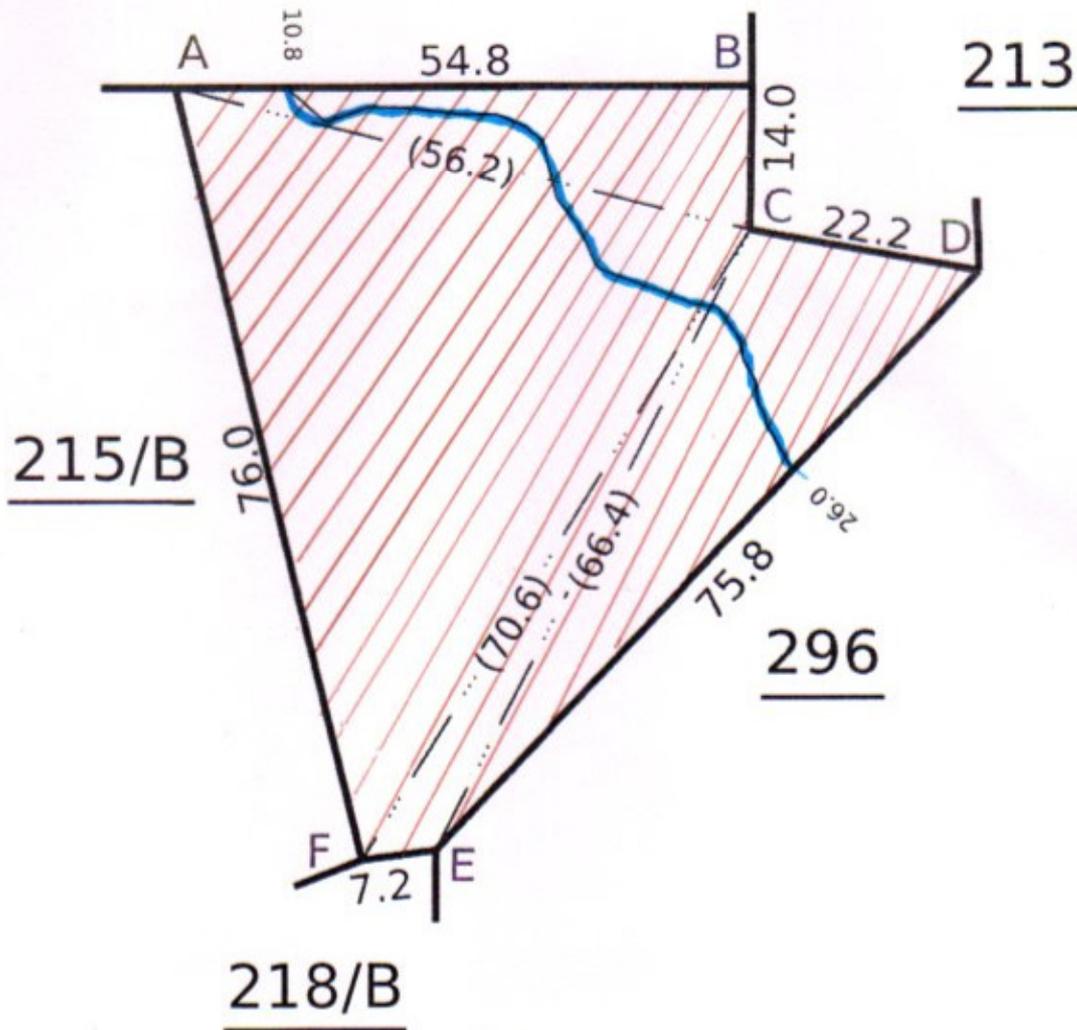


Area of the project comprised in S.F.No.
S.F. No. 214



Sub-Stream flowing in the project land

210



Date of Issue: 11-09-2020 13:32:15

mv.240 ft



District : Theni

Survey No : 382

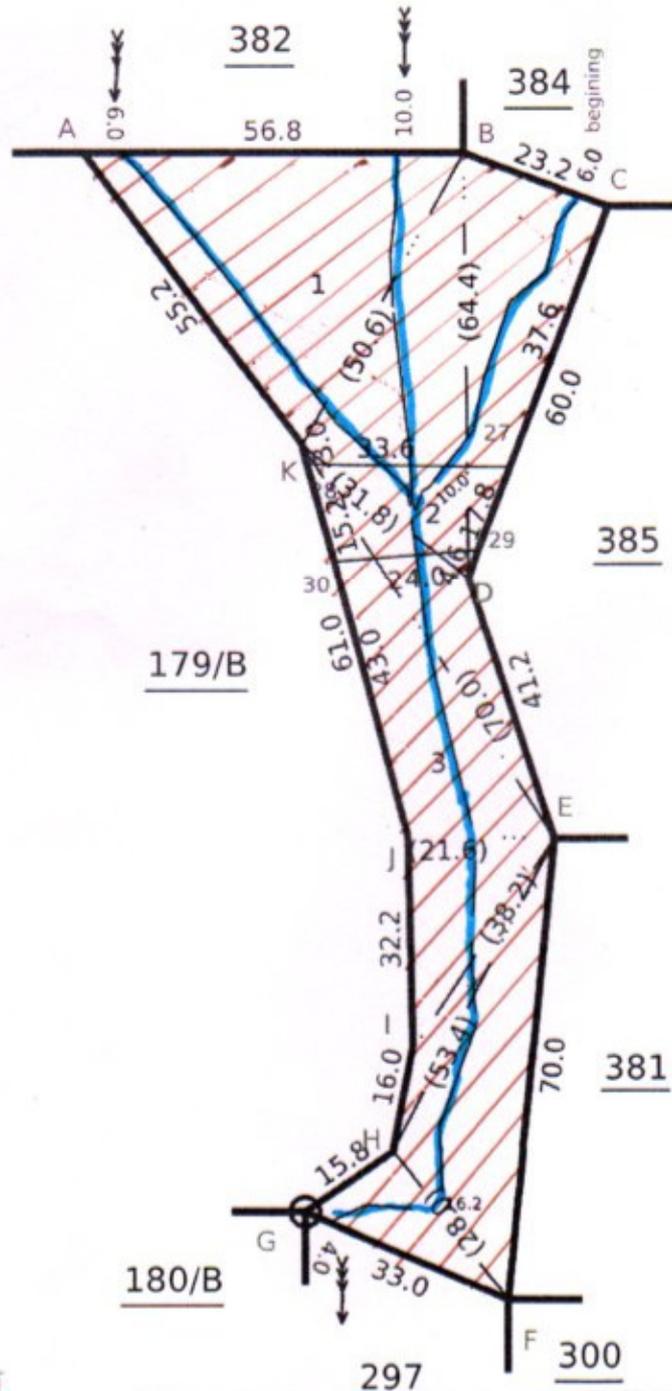


Taluk : Periyakulam

Area : Hect 00 Ares 54.00

Village : Genguvarpatti Bit - 1 [10]

Scale : 1 : 1036



Area of the project comprised in S.F.No.
S.F.No. 382

Sub-Stream flowing in the project land

Date of Issue: 11-09-2020 13:39:40

mv.240



District : Theni

Survey No : 383

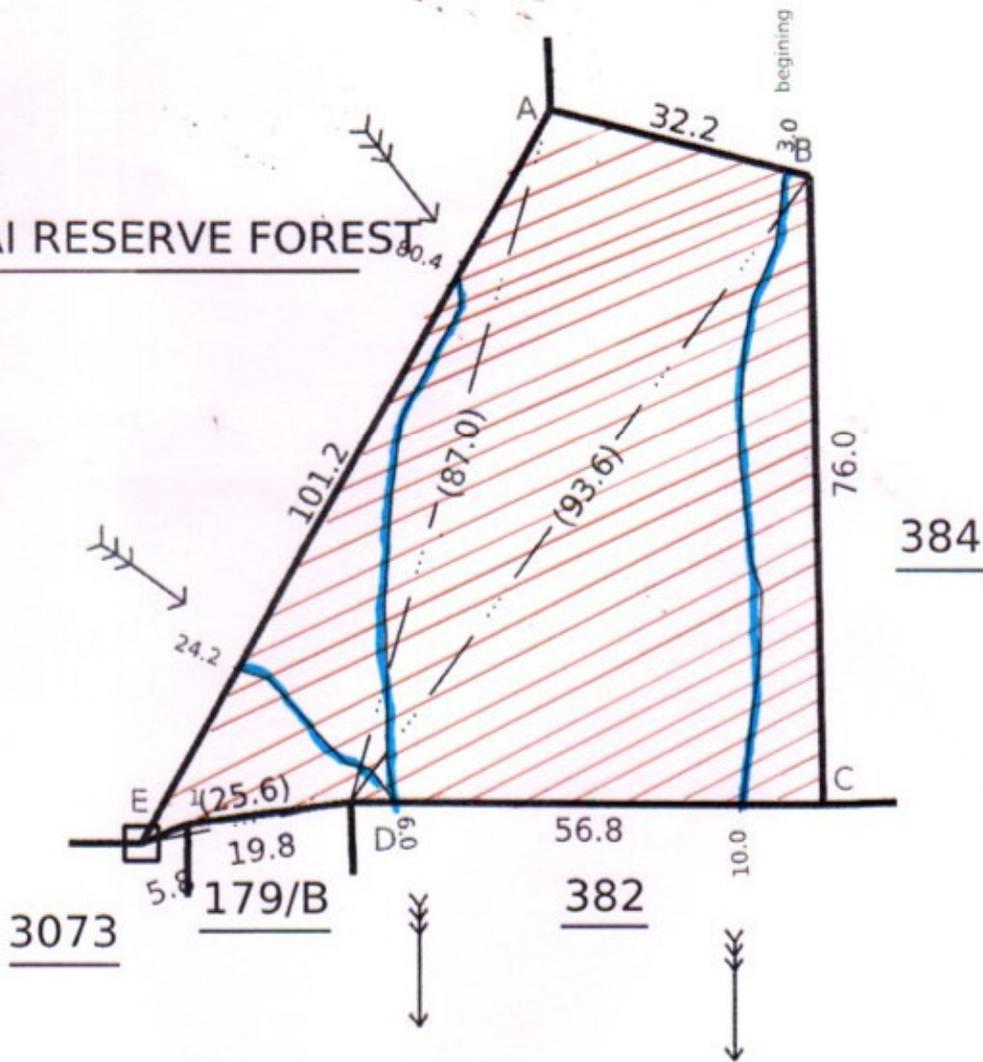
9

Taluk : Periyakulam

Area : Hect 00 Ares 43.50

Village : Genguvarpatti Bit - 1 [10]

Scale : 1 : 828



Area of the project
S.F. No. 383



Sub-Stream flowing in the project land

Date of Issue: 11-09-2020 13:34:57

mv.240





Certified Copy of R/Vathalagundu/Book1/1781/2014

This certified copy is being issued through online and it is here by certified that the requisite Stamp Duty of ₹ 20/- (Rupees. Twenty Only) has been paid through e-payment on 02-Nov-2020 for application number CCA/Online/26582854/2020.

-----Certified Copy of R/Vathalagundu/Book1/1781/2014-----

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தமிழ்நாடு தமிழ்நாடு TAMILNADU RS 5000 | - 29.5.14 M 935514
NO 3610



Mrs. NACHAMMI RAJAMANI
NEW DELHI

M. K. K. K.
M. குமாரசாமி
சுல்தான் கிராமம்
வத்தலக்குண்டி
தமிழ்நாடு
L.No: 30280/70A3

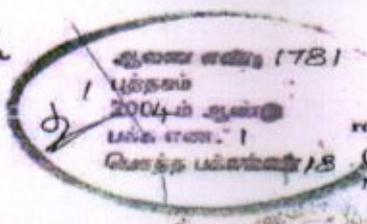
SALE DEED

This SALE DEED is executed at Battagundu on this 04th day of June 2014

BY

(i) M/s. SUPRAVA AGRO ESTATES PVT. LTD. a Company registered under the Companies Act, and having its Registered Office at No. D - 16A, Indira Enclave, Neb Sarai, New Delhi - 110 068, is represented by its Registered Power Agent M/s. BAHRI ESTATES PVT. LTD., [PAN AAACB5296Q], represented by its Authorised Signatory, Mr.Arjun Ghoshal s/o. Late. Shri N.K. Ghoshal aged about 50 years [PAN No:ACUPG4458Q] at J. Rani tower, First floor, 17, By-pass road, S.S.Colony, Madurai - 625010 (vide M/S. BAHRI ESTATES PVT. LTD Board Resolution dated 1st March 2014)

Mrs. N. Rajamani
Mrs. N. Rajamani
PURCHASERS



M/S. Bahri Estates Pvt. LTD.,
Arjun Ghoshal
represented by its Authorised Signatory,
(for itself & as Authorised Agent of
M/S. Suprava Agro Estates Pvt. Ltd)



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(ii) M/s. BAHRI ESTATES PVT. LTD., [PAN AAACB5296Q], represented by its authorized signatory Mr.Arjun Ghoshal s/o. Late. Shri N.K. Ghoshal aged about 50 years [PAN No:ACUPG4458Q] & (Cell: 8754503893) at J.Rani tower, First floor, 17, By-pass road, S.S.Colony, Madurai – 625010 (vide M/S. BAHRI ESTATES PVT. LTD Board Resolution dated 1st March 2014).

(i) and (ii) hereinafter called the "VENDORS", which term wherever the context so requires shall mean their successors-in-interest, administrators and assigns of the ONE PART.

TO AND IN FAVOUR OF

Mr.Sathappan Rajamani, S/o.V.Sathappa Chettiar, aged about 67years (PAN No. AAIPR 0389M) & (Cell No: 9810349750) and Mrs.Nachammai Rajamani, W/o. Mr.Sathappan Rajamani, aged about 63 years (PAN No.AJJPR5137M) & (Cell No.09818664807) both of us residing at No-132, Delhi Apartments C.G.H.S. Ltd,Plot No 15-C, Sector 22, Dwarka, New Delhi – 110 075.

Hereinafter called the "PURCHASERS" which term wherever the context so requires shall mean and include his legal heirs, executors, administrators and assigns of the OTHER PART.

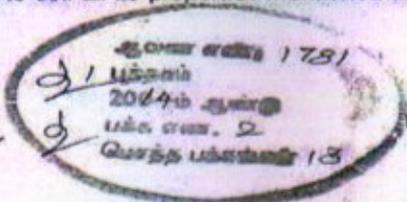
WHEREAS the immoveable property was originally property in S. No. 436/2 measuring a total extent of 3.27 Acres in S.No.436/2 was absolutely in possession enjoyment and ownership of Late. Vu. Vellaian. Subsequently properties including this property was partitioned between [1] Vellaian, [2] Sunuliymmal, W/o,Vellaian and Vellaian's sons, [3] Palanichamy, [4] Perumal and [5] Subramani by a deed registered as Doc. No.520/1984 dated 21.03.1984.

WHEREAS in the aforesaid deed an extent of 1.64 Acres in S.No. 436/2 being the Schedule property herein [being 1/2 share in 3.27 Acres] was allotted to the share of Perumal and the balance of 1.64 Acres was allotted to Subramani. Mr.Subramani through the power agent have sold this property to Suprava Agro Estates Pvt Ltd vide Sale Deed No.3221/2007 registered with the Sub – Registrar, Batalagundu. Mr. Perumal through the power agent have sold this property to Suprava Agro Estates Pvt Ltd vide Sale Deed No.3220/2007 registered with the Sub - Registrar, Batalagundu.

WHEREAS the Vendor [1] herein have applied to the authorities and got their name replaced in the official records and in fact they have obtained Patta, Chitta and Adangal for the 'A' Schedule property.

AND WHEREAS In furtherance of an agreement between M/s.Suprava Agro Estates Pvt Ltd and M/s.Bahri Estates Pvt Ltd., the Vendors obtained sanction from the Directorate of Town and Country Planning , Chennai vide No.13/2009 for formation of a layout of house sites which included the Schedule 'A' Property along with several acres of vendors remaining property in, around and abutting the Schedule 'A' Property. M/s. Suprava Agro Estates Pvt Ltd has also by a Deed of Power of Attorney dated 25/03/2010 registered as Document No.69/2010 vide Book No. 4 with SRO , Batalagundu, appointed M/s. Bahri Estates Pvt Ltd as its authorized agent interalla to sell all its properties mentioned therein including the Schedule Property herein to third parties.

[Signature]
M/s. N. Rajamani
PURCHASERS



[Signature]
M/S. Bahri Estates PVT. LTD.,
represented by its Authorised Signatory,
(for itself & as Authorised Agent of
M/S. Suprava Agro Estates Pvt. Ltd)

(14)

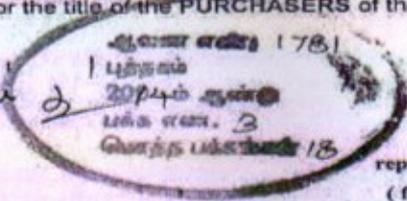


WHEREAS the VENDORS herein have offered to sell the land more fully described in 'B' schedule hereunder measuring to an extent of 4500 sq.ft of developed plot, being Plot No.175 through their registered power agent from and out of 'A' schedule property to the PURCHASERS and the PURCHASERS has agreed to purchase the same for a total sale consideration of Rs.26,85,453/- (Rupees Twenty Six Lakh Eighty Five Thousand Four Hundred And Fifty Three Only) without any encumbrances.

NOW THIS SALE DEED WITNESSETH

1. In pursuance of the sale consideration a sum of Rs.26,85,453/- (Rupees Twenty Six Lakh Eighty Five Thousand Four Hundred And Fifty Three Only) without any encumbrances. has been paid by the PURCHASERS to the VENDORS herein as per receipt of which the VENDORS doth hereby admits, acknowledges and releases the PURCHASERS there from, the VENDORS doth hereby sell, grant, assign in favour of the PURCHASERS, their right, title and interest over the property more particularly mentioned in the 'B' schedule hereunder, to possess and to schedule the amenities by way of right to ways, ditches, roads, water, water courses, easements, liberties, path, pathways, hedges and privileges and in any way appertaining thereto or reputed to, belong thereto or usually enjoyed therewith, and all the estate, right, title and interest, claim and demand of the VENDORS unto and upon the said property and unto and to the use of the PURCHASERS, TO HAVE AND TO HOLD the same absolutely and forever free from all encumbrances, charges, trust, and liens whatsoever.
2. The VENDORS doth hereby covenant with the PURCHASERS that the 'A' schedule property is not subject to any mortgage or deposit of title deeds or encumbered with any one and the VENDORS have got good marketable title to convey the 'B' schedule property to the PURCHASERS.
3. The VENDORS doth hereby covenant with the PURCHASERS that the VENDORS has got right, power and authority to convey the 'B' schedule property by way of absolute sale to the PURCHASERS and the VENDORS have not done omitted, executed or suffered any act, or deed or thing whereby the said property usually or may be encumbered or affected in the estate, title or otherwise or whereby the VENDORS usually or may be prevented from conveying the said property to the PURCHASERS.
4. The VENDORS doth hereby covenant with the PURCHASERS that the PURCHASERS shall peacefully and quietly possess and enjoy the property without any let or hindrance, interruption or disturbance from the VENDORS or by any person claiming through or under the VENDORS.
5. The VENDORS doth hereby declare that all taxes, land, revenue and other fore goings payable in respect of the 'A' schedule property upto the date of these presents have been fully paid and further covenants with the PURCHASERS that if any remain unpaid the VENDORS shall compensate the same from and out of their funds.
6. The VENDORS doth hereby covenant with the PURCHASERS that they shall at all times do and execute as may be reasonably required by the PURCHASERS for better or further assuring and effectuating the covenants hereby made or the title of the PURCHASERS of the property hereby sold.

[Signature]
M/S. V. Rajamani
PURCHASERS



M/S. Bahri Estates Pvt. LTD.,
[Signature]
represented by its Authorised Signatory,
(for itself & as Authorised Agent of
M/S. Suprava Agro Estates Pvt. Ltd)

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7. The VENDORS doth hereby give consent for mutation of records in the name of the PURCHASERS in respect of the 'B' schedule property with revenue and all the other authorities concerned.

8. The VENDORS doth hereby further declare that they have handed over the possession of the 'B' schedule property along with the certified copies of the title deeds and other related documents pertaining to the 'B' schedule property to the PURCHASERS and the PURCHASERS henceforth shall become the absolute owner of the said property.

9. The PURCHASERS covenant that when the PURCHASERS proceed to put up a super structure over the plot, the elevation of such superstructure and design for the layout shall be in consultation with the Vendor/ Promoter and be similar to the other villas put up in Bahri Beautiful Country and there shall not be any deviation whatsoever.

10. That the PURCHASERS may transfer by sale, gift, exchange or otherwise in any manner, the said Plot or land after obtaining a 'no due certificate' from vendors, as regards payments of outstanding maintenance charges or any other kind of dues payable by the PURCHASER to the VENDORS or the Maintenance Agency concerned for maintenance of common areas, facilities and services in the layout.

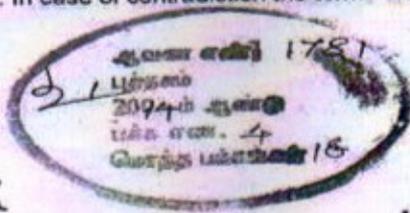
11. That the PURCHASERS shall have ownership rights only in respect of the said plot sold herein and shall have no right of ownership in the common areas and facilities in the lay out which shall remain indivisible and impartibly and the PURCHASERS or any other person claiming through him/her/them shall not be entitled bring any action for partition or division of the said areas and facilities or any part thereof.

12. The PURCHASERS shall have only the right of ingress/egress over or in respect of open spaces and all or any of the common areas in the said layout, viz the roads and open space reserved. (OSR) area.

13. All the costs and expenses incidental to the preparation, execution and registration of this conveyance deed including the payment of stamp duty & registration have been borne by the PURCHASERS. If at any time in future, any further duty, fee, or charge is to be paid in respect of the Schedule B Property pursuant to and in furtherance of the sale herein effected, the same shall be borne by the PURCHASERS here exclusively.

14. That the Purchaser agrees that all the terms and conditions set out in the 'Plot Buyer's Agreement' including the clauses governing resolution of disputes by arbitration and jurisdiction shall form part and parcel of this sale deed, and the terms of this sale shall be continued to be governed by the terms and conditions set forth therein. In case of contradiction the terms of the 'Plot Buyer's Agreement' shall prevail over the present Deed.

Mrs. N. Rajamani
PURCHASERS



M/S. Bahri Estates Pvt. LTD.,

represented by its Authorised Signatory,
(for itself & as Authorised Agent of
M/S. Suprava Agro Estates Pvt. Ltd)

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'A' SCHEDULE PROPERTY

All that piece and parcel of land measuring to an extent of (3.27 Acres) comprising in S.No: 436/2, being Patta No.4369 and comprised at Genguvarpatti Village, G.Kallupatti, Periakulam Taluk, Theni District and situated within the Registration District of Dindigul and Sub-Registration District of Batalagundu.

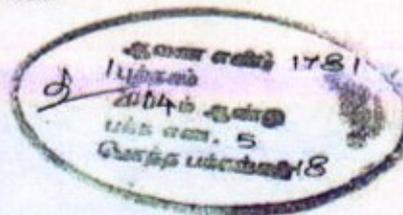
**'B' SCHEDULE PROPERTY
(Property hereby conveyed)**

All that piece and parcel of vacant developed Plot No.175 measuring to an extent of 4500 sq.ft of the approved layout known as "BAHRI BEAUTIFUL COUNTRY" as sanctioned by the DTCP No.13 / 2009 and comprised in part of S.No: 436/2 This survey number further sub-divided and comprised into (436/2A,2C,2D,2E,2F & 2G) and situated at Genguvarpatti Village, G.Kallupatti, Periyakulam Taluk, Theni District and bounded on the

- North : 30' feet Road
- South : Plot No. 184
- East : Plot No. 176
- West : Plot No. 174

And measuring:

- North to South on the Eastern side : 75'00"
- North to South on the Western side : 75'00"
- East to West on the Northern side : 60'00"
- East to West on the Southern side : 60'00"



Mrs. N. Rajamani
Mrs. N. Rajamani
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Arjun Mehal
represented by its Authorized Signatory,
(for itself & as Authorized Agent of
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The Executants Value of the 'B' Schedule Property is Rs.26,85,453/- (Rupees Twenty Six Lakh Eighty Five Thousand Four Hundred And Fifty Three Only) Without any encumbrances.

The Guideline Value of the 'B' Schedule Property is Rs.31,50,000/- (Rupees Thirty One Lakh Fifty Thousand Only)

IN WITNESS WHEREOF THE PARTIES ABOVENAMED HAVE SET THEIR HANDS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

[Signature]
MRS. N. RAJAMANI
PURCHASERS

M/S. Bahri Estates Pvt. LTD.,
[Signature]
represented by its Authorised Signatory,
(for itself & as Authorised Agent of
M/S. Suprava Agro Estates Pvt. Ltd)

WITNESSES

1. *[Signature]* S/O. RAMASAMY. NO.3. IYYANAR KOIL ST.
(R. JELU) SATHEYAVADI VILLAGE POST. URIDDHACHALAM T.K.
Pin :: 606 110.
2. *[Signature]*
B. SARAVANAN S/O. MR. J. BALAKRISHNAN.
J. RAJ TOWERS, FIRST FLOOR, BYC PASS ROAD, S.S. COLONY
NADURAI - 625010.

Drafted by:
S. Yasar Arafath. M.B.A., B.L. (En.No. 1409/2007)
For Mr. Sai Srujan Tayi
Giridhar & Sai, Advocates
319, LC Street, Chennai

[Signature]



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Delhi-NCR : 201 & 202, Park N Shop, L-Block
DLF City, Phase - 8 Gurgaon-122 002
Phone : +91-124-4250000, 4363720-23

Board Resolution

The Certified copy of the following resolutions duly adopted by the Board of Directors of the Company.

We hereby certify that the following Resolution of the Board of Directors of M/s. Bahri Estates Pvt Ltd. D-16A, Indira Enclave, Neb Sarai, New Delhi-10068 were passed at a meeting of the Board held on the 1st March 2014 at 11.00 A.M. and have been duly recorded in the minute book of the said company.

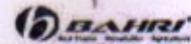
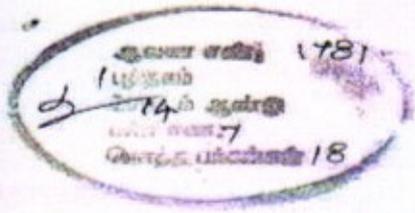
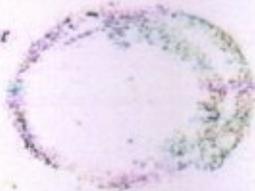
It was resolved that the Company Authorized the following signing authorities to Execute/Sign SALE DEED in favour of Buyer/ allottees on behalf of M/s Bahri Estates Pvt. Ltd. for its project " Bahri Beautiful Country " at Foothills of Kodalkanal, G.Kallupatty Panchayat, Genguvarpatty village, Periyakulam Taluka, Theni District, Tamilnadu.

It is Further resolved that Mr. Arjun Ghoshal S/O Late Shri N.K.Ghoshal, DGM Coordination (HO) being authorized to execute/ Sign the SALE DEED on behalf of the company.

On behalf of the company

For Bahri Estates Pvt.Ltd.
PVT. LTD.


Director Director



Bahri Estates Pvt. Ltd. (An ISO 9001 : 2008 Certified Company)
Chennai Office : 1st Floor, Jamal's Nalmar Enclave, 44, Ekstara Road, Alwarpet, Chennai-600 018. Phone : +91-44-45000750-53
Madurai Office : J Rani Towers, 1st Floor, 17, Bypass Road, S.S.Colony, Madurai-625010. Phone : +91-452-4500024-28

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आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA



SATHAPPAN RAJAMANI

VELAYUTHAM CHETTIAR SATHAPPA

05/04/1947

Permanent Account Number

AAIPR0389M

Signature



आयकर विभाग / Income Tax Department
आयकर विभाग, नया दिल्ली
आयकर विभाग, नया दिल्ली
आयकर विभाग, नया दिल्ली
आयकर विभाग - नया दिल्ली

For more information, please visit our website
Please Inform / Contact us
Income Tax PAN Services Unit, NSDL,
1st Floor, Regd. Office Chambers,
Near Ramesh Telephone Exchange,
Bandra, Pune - 411 045
Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: taxpan@nsdl.co.in

Mrs. N. Rajamani
Mrs. N. Rajamani

For Bahri Estates Pvt. Ltd.
Arjun Chhetri
Authorized Signatory

आयकर विभाग 1781
14/05/2004
आयकर विभाग
आयकर विभाग 8
आयकर विभाग 18



20



- 9 -

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

NACHAMMAI RAJAMANI
RAMANATHAN CHETTIAR



02/12/1951

Permanent Account Number
AJJPR5137M



Signature

In case this card is lost / found, kindly inform / return to:
Income Tax PAN Service Unit, LITTSI,
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.
आयकर पैन सेवा युनिट, लीट्टीसी,
प्लॉट नं. 3, सेक्टर 11, सीडी बेलपुर,
नवी मुंबई - 400 614

Mrs. N. Rajamani
✶ *N. Rajamani*

For Bahri Entries
Arjun Anand
Authorised Signatory

आयकर नंबर : 1781
01 485000
2024-25
पैन नं. 9
Geography 18



21



- 10 -



Transport Department Government of NCT of Delhi
Licence to Drive Vehicles Throughout India

Licence No : DL-1220150120327 (F) N
Name : ARJUN CHOSHAI
S/W/D : HANESH KUMAR CHOSHAI
DOB : 07/08/1962 DO : D-
Address : PLOT NO 3/4 NEW MANGALPURI
MEDDAULI, DELHI 110030



Authorisation to Drive LHM-NT Date of Issue 04/11/2013

Issue Date : 04/11/2013
Validity : 03/12/2018
Inv Card No : RA

[Signature]
(Holder's Signature)

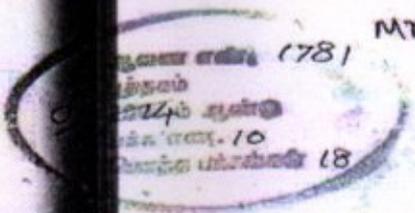
Issuing Authority (SWZ-11)



For Bajri Estates Ltd.

[Signature]
Authorized Signatory

[Signature]



MTS-N-Rajamani

22



- 11 -
தமிழ்நாடு அரசு

10/10/2013

பக்கம் எண் : 1 of 4



நிலை அளவை ஆய்வகம் - ப.உ.ப.

இ.எ.என் 10(1) பிரிவு
வ.உ.உ.ம் : செழியனம்

வருவாய்த்துறை, தேனி மாவட்டம்.

கிராமம் : செங்குந்தூர்

ப.உ.ப. எண் 9148

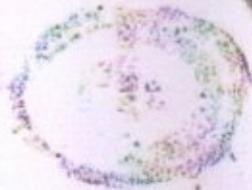
உ.ப.வ.ம.க.யின் பெயர்

சென்னை கடுமள அரிசை வளமு.உ.உ. (ப)
வ.உ.உ.உ.

Mrs. N. Rajamani
Srinivasan

For Bath... Pvt. Ltd.
Arjun
Authorised Signatory

சு.உ.உ. எண் 1281
1 புத்தகம்
2014 ஆண்டு
ப.உ.ப. எண். 11
சென்ற பக்கம் 18



23



10/10/2013



பக்கம் No. 2 of 4
 சட்டமன்றம் 1781
 2014ம் ஆண்டு
 செப்டம்பர் - 12
 சென்னை மாநகரம் 18

நீல தளவை ஆவணம் - பட்டி
 வருவாய்த்துறை, தேனி மாவட்டம்

இ.எ.எல் 10(1) பிரிவு
 வட்டம் : பெரியகுளம்

கிராமம் : செங்குலாங்குடி

புல எண்ணம் க.உ.பிரிவு	நகர்ப்பகுதி		புறநகர்ப்பகுதி		மற்றவை		
	பரப்பளவு	திருவிடம்	பரப்பளவு	திருவிடம்	பரப்பளவு	திருவிடம்	
	சென்மீ.மீ. - ஏர்	ஏ - டி	சென்மீ.மீ. - ஏர்	ஏ - டி	சென்மீ.மீ. - ஏர்	ஏ - டி	
412	1	-	-	49,500	1.20	-	-
412	3	-	-	16,000	0.20	-	-
412	4B	-	-	6,650	0.10	-	-
412	5	-	-	7,000	0.20	-	-
413	1	-	-	0,500	0.10	-	-
413	3	-	-	5,000	0.10	-	-
414	1A	-	-	10,000	0.20	-	-
414	1C	-	-	18,000	0.50	-	-
414	1D	-	-	11,000	0.20	-	-
414	1E	-	-	9,000	0.20	-	-
414	2B	-	-	8,500	0.20	-	-
414	2C	-	-	6,500	0.10	-	-
415	1A	-	-	18,800	0.40	-	-
415	3	-	-	2,000	0.10	-	-
415	4	-	-	10,000	0.20	-	-
416	2	-	-	23,000	0.50	-	-
416	3	-	-	15,500	0.30	-	-
416	4	-	-	11,500	0.20	-	-
416	5	-	-	1,000	0.10	-	-
416	6	-	-	4,000	0.10	-	-
421	1B1	-	-	9,850	0.15	-	-
421	1C1	-	-	0,650	0.10	-	-
421	1C4	-	-	7,800	0.10	-	-
421	1B	-	-	31,500	0.70	-	-
422	3	-	-	34,500	0.80	-	-
423	1	-	-	21,500	0.60	-	-
423	2	-	-	2,500	0.10	-	-
423	4	-	-	27,000	0.60	-	-

24



10/10/2013

பக்கம் No. : 3 of 4



நில அளவை ஆணை - L.L.T
வருவாய்த்துறை, தேனி மாவட்டம்
சிறுமல : செங்குந்தாட்டி

சுவரணி 1781
14 ஆண்டில்
2014ம் ஆண்டு
L.R.C. ஸ்கீம் - 13
செலுத்தும் பத்திரம் 18

கூ.அ.ந் 10(1) பீடி
மட்டம் : சூரியதளம்

423	6B	-	-	29.450	0.60	-
423	8	-	-	0.500	0.10	-
424	1	-	-	14.500	0.30	-
424	4	-	-	43.500	1.00	-
427	1	-	-	13.000	0.30	-
427	3	-	-	18.000	0.40	-
427	4	-	-	9.000	0.20	-
430	2	-	-	21.500	0.50	-
430	3	-	-	25.500	0.60	-
430	5	-	-	57.000	1.20	-
431	2	-	-	13.000	0.30	-
431	4	-	-	0.500	0.10	-
435	2	-	-	6.500	0.20	-
436	1B	-	-	30.000	0.10	-
436	1E	-	-	7.000	0.20	-
436	1G	-	-	6.000	0.10	-
436	2A	-	-	0.500	0.10	-
436	2C	-	-	6.000	0.10	-
436	2D	-	-	43.500	0.90	-
436	2E	-	-	31.500	0.70	-
436	2F	-	-	1.500	0.10	-
436	2G	-	-	1.000	0.10	-
436	3A	-	-	6.500	0.10	-
436	3C	-	-	19.000	0.40	-
436	4A	-	-	9.000	0.20	-
436	4C	-	-	8.000	0.20	-
437	1	-	-	2.000	0.10	-
437	3	-	-	29.500	0.60	-
437	4	-	-	32.000	0.70	-
437	5	-	-	4.000	0.10	-
438	1A	-	-	18.500	0.40	-

25



- 14 -
தமிழ்நாடு அரசு

0/2013

பக்கம் No. : 4 of 4



நீல அளவை ஆலோசனை - ILLF
வருவாய்த்துறை, தேனி மாவட்டம்.

கிராமம் : செங்குவங்குடி

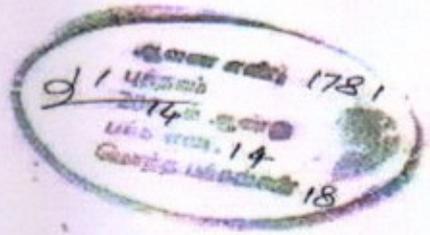
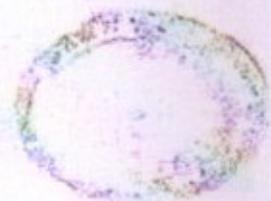
பகுதி (A) கிராமம்
பகுதி : செங்குவங்குடி

8.	IC	-	-	17.000	0.40	-	-
9.	IB	-	-	8.500	0.20	-	-
3.	IA	-	-	36.000	0.80	-	-
3.	IC	-	-	28.000	0.60	-	-
		-	-	9- 65.700	21.35	-	-

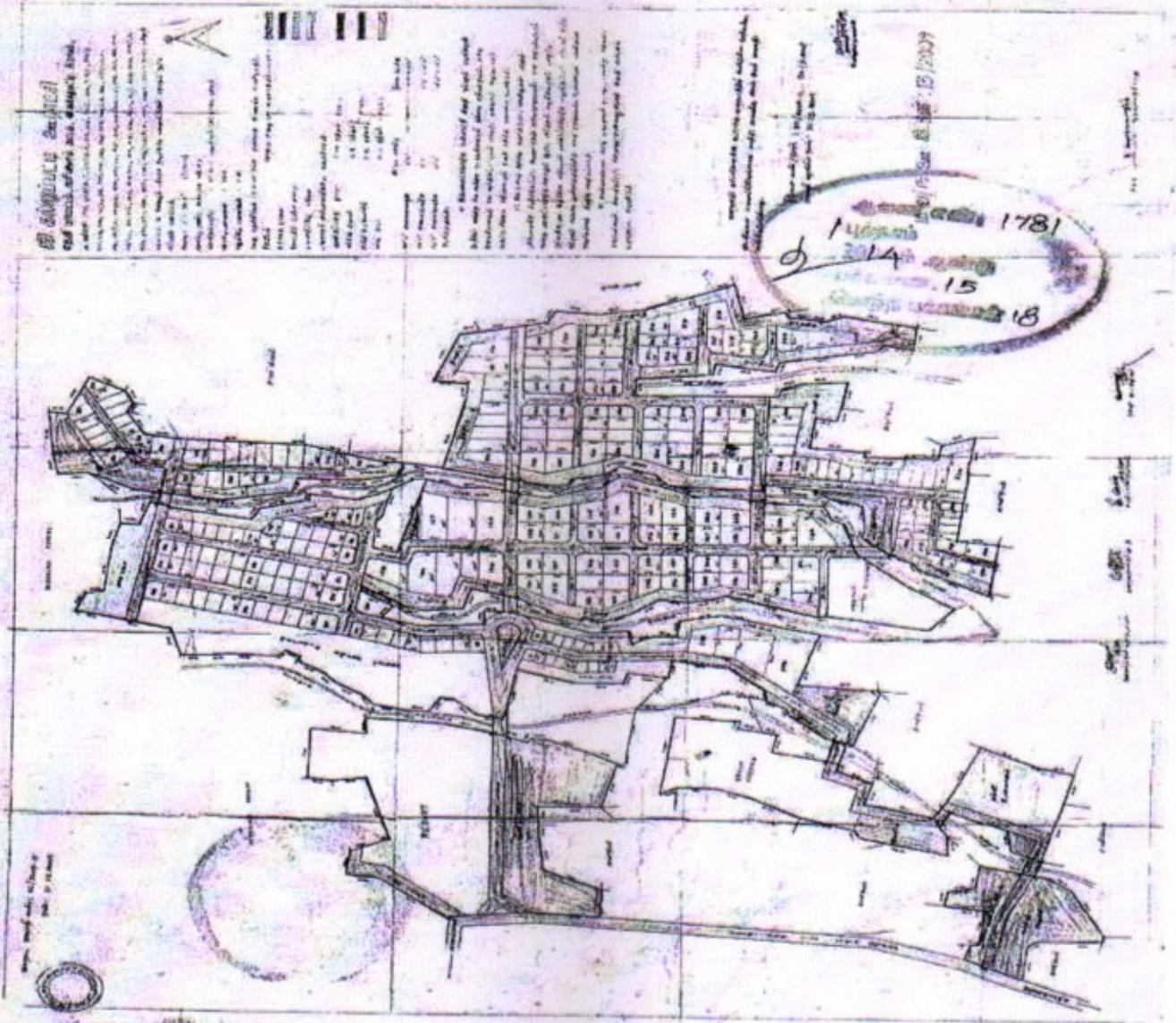
10/9,148.00/L06 10/10/2013 12:57:26PM



HEAD QUARTERS DEPUTY TARIKILAR
PERIYARULAM.



26



N. Rajamani
 Mrs. N. Rajamani

Fed Bahri Estates Pvt. Ltd.
Arjun Mehta
 Authorized Signatory

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1781/2014/BK1

CERTIFICATE UNDER SECTION 42 OF STAMP ACT

S.No. 435 of 2014

I hereby certify that a sum of Rs. 215500 (Rupees two lakh fifteen thousand and five hundred only) on account of proper / deficit stamp duty has been levied under section 41 of the Stamp Act in respect of this instrument from SATHAPPAN RAJAMANI residing at New Delhi

Vathalakundu
Date:04/06/2014

Signature of Sub. Registrar & Collector.
Under Section 41 of the Indian Stamp Act.

Presented in the Office of Sub. Registrar of Vathalakundu and fee of Rs. 31905 paid between hours of 11 and 12 on 04/06/2014 by

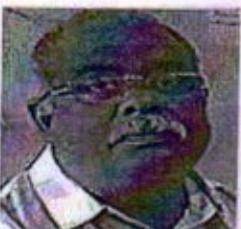
I. Left Thumb



Additions As per the recitals of the document

Execution Admitted by

I. Left Thumb



Arjun Enterprises Pvt. Ltd.

Additions As per the recitals of the document



281



Claim Admitted by

1 Left Thumb




Velu R

Additions As per the recitals of the document

1 Left Thumb




Mrs. N. Rajamani

Additions As per the recitals of the document

Identified by

- 1 *Velu R* Name : VELU R S/o RAMASAMY NO.3, AYYANAR KOVILST., SATHYAVADI VILLAGE VIRUDHACHALAM TALUK
- 2 *Saravanan B* Name : SARAVANAN B S/o BALAKRISHNAN J.RANI TOWERS, 1ST FLOOR BYEPASS ROAD S.S.COLONY, MADURAI-10



4th day of June 2014

P. Vathalakundu
Sub. Registrar

Vathalakundu



29

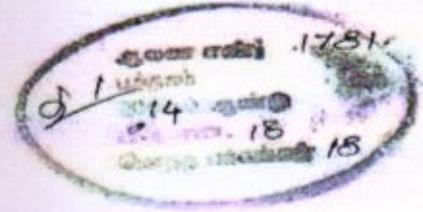


- 18 -

Registered as No 1781 of 2014 of Book I

Date : 04/06/2014

[Signature]
Sub. Registrar
Vathalekundu



Sheet no. 3 of 3

30



Certified Copy of R/Vathalagundu/Book1/1782/2014

This certified copy is being issued through online and it is here by certified that the requisite Stamp Duty of ₹ 20/- (Rupees. Twenty Only) has been paid through e-payment on 02-Nov-2020 for application number CCA/Online/26582095/2020.

-----Certified Copy of R/Vathalagundu/Book1/1782/2014-----

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தமிழ்நாடு தமிழ்நாடு TAMILNADU

361
18.1.2014

Bahri Estates Pvt Ltd
Medura

AV 527630
பி.ஆர் பூமிநாத், ச.ச.க.ச.
ஆர்.ச.சி.நி 9125/B1/2005
முத்திரைத்தாள் கிற்பனையுள்ள
17, பைபஸ் ரோடு, மதுரை-625 001

AGREEMENT FOR CONSTRUCTION OF VILLA

This "Agreement" is entered into at Battagundu on this 04th day of June 2014

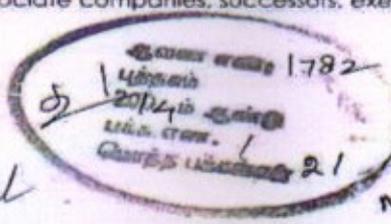
By And Between

M/s. Bahri Estates (P) Ltd., a company registered under the Companies Act, 1956, having its Registered Office at D-16A, Indira Enclave, Neb Sarai, New Delhi- 110068, and Branch Office at J.Rani tower, First floor, 17, By-pass road, S.S.Colony, Madurai - 625010 represented through its Authorized Signatory Mr.Arjun Ghoshal s/o. Late. Shri N.K. Ghoshal duly authorized vide Board Resolution dated 1st March 2014 (hereinafter referred to as the 'BAHRI' which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its associate companies, successors, executors and assigns) of the ONE PART

Bahri Estates Pvt. Ltd.,

Arjun Ghoshal

Authorized Signatory

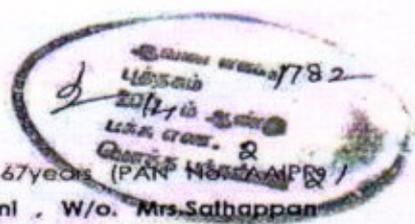


Mrs N. Rajamoni

Signature of Allottee(s)



32



And
Mr.Sathappan Rajamani, S/o.V.Sathappa Chefflar, aged about 67years (PAN No. 0389M) & (Cell No: 9810349750) and Mrs.Nachammal Rajamani, W/o. Mrs.Sathappan Rajamani, aged about 63 years (PAN No.AJJPR5137M) & (Cell No.09818664807) both of us residing at No-132, Delhi Apartments C.G.H.S. Ltd, Plot No 15-C, Sector 22, Dwarka, New Delhi -110 075.

Hereinafter called the **PURCHASERS/ ALLOTTEES** (which expression shall, unless repugnant to the context and meaning thereof, be deemed to mean and include his heirs, successors, executors, administrators and assigns) of the **SECOND PART**

WHEREAS

- A. **BAHRI** is developing/ setting up an integrated Township, under the name of **BAHRI BEAUTIFUL COUNTRY** at Genguvarpali Village, G .Kallupatti Panchyat, Periyakulam Taluk, District Theni, **FOOTHILLS** of **KODAIKANAL** ,Tamil Nadu and by virtue of application dated **12 Feb 2014** the ALLOTTEE has been allotted a plot in its name (hereinafter referred to as "PLOT")
- B. The ALLOTTEE has been allotted a plot measuring **4500.00** Sq. Ft and is desirous to develop the plot by constructing a Villa structure with full amenities, utilities etc; therefore the ALLOTTEE has approached BAHRI in this respect, who is also an accomplished and renowned Builder/Contractor.
- C. The BAHRI has agreed to construct Villa Structure as a contractor admeasuring **1116 Sq. ft.** (approx) **2 BHK** bearing **Plot No.175** as per the plan annexed hereto and on behalf of the ALLOTTEE on certain terms and conditions.
- D. As such, the parties have agreed to enter in to this Agreement of Construction, so as to duly record the terms and conditions governing the construction to be undertaken by Bahri as contractor on the plot which is irrevocable by the ALLOTTEE(s).
- E. The ALLOTTEE has also agreed to deposit the title deeds of the said property as collateral security for the due repayment of the construction cost. The said sale deed will be handed over to the ALLOTTEE at the time of possession of the Villa Structure.
- F. Pursuant to the foregoing, the Parties are executing this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS

**ARTICLE-1
CONSTRUCTION OF VILLA STRUCTURE**

- 1.1 At the request of the ALLOTTEE, the BAHRI hereby agrees to enter in to a Construction Agreement to construct the Villa Structure for the ALLOTTEE in the manner and subject to the terms and conditions set forth in this Agreement.
- 1.2 **Specifications and Plan**
- 1.2.1 The BAHRI shall construct the Villa Structure as per the plan sanctioned by the appropriate/ Local / Government/Statutory Authority. The ALLOTTEE hereby acknowledges that it has reviewed the Plan and the Specifications and has approved the same. The ALLOTTEE shall be obligated to have the Specifications installed in the Villa Structure only by the BAHRI and shall not be entitled to engage any third party contractor. The BAHRI may install the Specifications either on its own or may engage any third party contractor for the same.

Bahri Estates Pvt. Ltd.,
Arjun Khosla
Authorized Signatory



Mrs. N. Rajamani
Signature of Allottee(s)

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- 1.2.2 The BAHRI shall be entitled to deviate from the Plan and make variations and modifications to the Villa Structure as the BAHRI may consider necessary, as may be required by the governmental authorities or as per the site conditions, or as may be necessitated due to construction exigencies. The ALLOTTEE will not object in case the plans, mirror, images, specifications, setback of the Villa Structure are subject to change as given in the Annexure depending on the availability of the materials or as per site conditions.
- 1.2.3 The ALLOTTEE approves/confirms that the construction plan of the said Villa Structure is and/or shall be sanctioned /approved by appropriate/Local/ Government/ Statutory /Authority. The ALLOTTEE further approves/confirms that all the approvals for development shall be obtained in the name of ALLOTTEE and any cost involved shall be borne exclusively by the ALLOTTEE. On the request of the ALLOTTEE, the BAHRI may provide support/assistance in obtaining the approvals. The ALLOTTEE shall be responsible for due compliance of the terms and conditions governing all approvals, clearance, permissions, etc granted/obtained in respect of the construction on the plot.
- 1.2.4 The ALLOTTEE agrees and confirms that the Construction layout plan of the Villa Structure is subject to changes /modifications made applicable by the competent Authority/BAHRI and the ALLOTTEE undertakes not to raise any objections to the same. The ALLOTTEE shall be duty bound to execute such supplementary or additional documents which Competent Authority/BAHRI may require to give effect to such Changes/Modifications.
- 1.2.5 The BAHRI is empowered to appoint sub contractors on its behalf for procurement of raw materials/ construction, provisioning of engineering and design consultancy services, and to supervise the progress of the construction on the plot.
- 1.2.6 The ALLOTTEE assure and agrees to execute and sign such forms, documents ,statement, indemnities, guarantees, letter of undertakings etc as may be required by BAHRI to be submitted with the Panchayat, Tamil Nadu Electricity Board and or other local/revenue/statutory/government authorities as may be necessary for the construction of the Villa Structure
- 1.2.7 Subject to the conditions set out herein below, the BAHRI shall deliver the Villa Structure to the ALLOTTEE in accordance with the terms of this Agreement and the plans/specifications shown and agreed by the ALLOTTEE at the time of signing this Agreement. The ALLOTTEE also hereby confirms & agrees that there will not be any changes/replacement of specifications/plans already agreed & confirmed by him/her in future pertaining to the construction of the Villa Structure on the plot.

ARTICLE-2
COST OF CONSTRUCTION

சுமார் ரூபாய் 1782
 2094
 ரூபாய் 3
 சிவசுப்பிரமணியன் 21

2.1 All costs of construction of the Villa Structure shall be borne and paid by the ALLOTTEES. The ALLOTTEES shall pay the BAHRI a total sum of **Rs.11,16,000/- (Rupees Eleven Lakh Sixteen Thousand Only)** as and when the demand is raised towards the costs of construction on or before the stipulated dates detailed in Clause 3 below ("Construction Cost"). The aforesaid sum is exclusive of any value added tax/works contact tax, service tax or such other taxes or levies as may be imposed by governmental authorities from time to time. The Allottee also undertakes to pay any increase in the Basic Construction cost of the Villa Structure as would be applicable due to change in the yearly wholesale price index issued by the Ministry of Industry at the time when the amount becomes due or any new fees, taxes and levies to be imposed by the Government/Statutory authorities till the completion of Construction of Villa Structure. The ALLOTTEE shall pay within 7 (Seven) days from the demand/

Bahri Estates Pvt. Ltd.,
Arjun Khosla
 Authorized Signatory



M. N. Rajamani
 Signature of Allottee(s)



intimation by the BAHRI the amount due as per the aforesaid agreed payment schedule.

- 2.2 Before taking possession of the Villa Structure the ALLOTTEE shall be liable to pay the following amount as per the demands of Bahri :
- (i) Towards the provision of electricity and connection charges and deposits payable to the Electricity Supply Company Limited and all other departmental charges and expenses for providing permanent connections of electricity, water and sanitary and other utilities and facilities.
 - (ii) Towards maintenance charges as demanded by the Maintenance agency.
 - (iii) Towards any other expenses incurred by BAHRI.
 - (iv) The ALLOTTEE shall also be liable to pay the service tax and value added tax/ works contact tax and all other present and future taxes, charges or statutory levies (or any increase in such taxes, charges or statutory levies etc) applicable to this Agreement (or the construction of the Villa Structure in the manner contemplated under this Agreement) and as may be levied by any governmental authority from time to time.
 - (v) The ALLOTTEE shall bear the stamp duty payable on this Agreement as may be prescribed under law and other incidental expenses related to this Agreement. ALLOTTEE shall pay additional work charges for any change in the specifications and amenities / additional work sought by the ALLOTTEE.

ARTICLE-3 PAYMENT SCHEDULE

- 3.1.1 The ALLOTTEE shall make the payment to the BAHRI as set forth in the schedule of Payments as specified in Schedule "B" of this Agreement and all of the payments shall be made by cheques, Demand Drafts or Banker's Pay Orders payable at New Delhi/ Chennai favoring "Bahri Beautiful Country a/c Sales".
- 3.1.2 The ALLOTTEE hereby agrees that in regard to the payment or any other amount due hereunder, payment shall be made within 10 days of dispatch of any notice or demand from the BAHRI, failing which the ALLOTTEE shall be liable to pay the interest as stated in clause 4 herein below.
- 3.1.3 The ALLOTTEE hereby undertakes to pay the cost and other sums as specified herein as and when demanded by the BAHRI. In case the payment of any sum demanded by the BAHRI is not made by the ALLOTTEE, the BAHRI in its discretion shall continue with the construction of the Villa Structure and complete the same for making it ready available for the timely delivery. All the cost and/or penalties/interest involved in the construction shall be the solely responsibility of the ALLOTTEE.
- 3.1.4 In case of non payment of the sum(s) by the ALLOTTEE, the BAHRI may stop the work of the construction of the Villa Structure and the ALLOTTEE shall be responsible for all the cost incurred by the BAHRI among others, such as idle of labor, increase in cost of materials, shifting of infrastructure / materials from one site to another etc. The above cost shall be calculated by the BAHRI and included in cost of the construction and shall continue to remain due till the time it is cleared.
- 3.1.5 The ALLOTTEE hereby undertakes to pay the consideration and other sums as specified herein and hereby admits that the BAHRI in its discretion, may complete or proceed with the construction, at the cost and risk of the ALLOTTEE, even on the ALLOTTEE failing to pay the sum in the manner provided.

Bahri Estates Pvt. Ltd.,

Arjun Meshial
Authorized Signatory



M. N. Rajamani

M. N. Rajamani
Signature of Allottee(s)

Handwritten notes in a circle:
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2014
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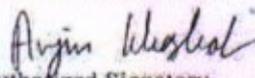
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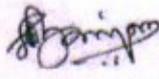
- 3.1.6 The ALLOTTEE undertakes to adhere to the timely payment as per the agreed schedule stated above. Timely payment is the essence of this contract. The ALLOTTEE shall pay on or before the due date specified by the BAHRI the amount due as per the aforesaid agreed payment schedule.
- 3.1.7 The ALLOTTEE shall pay on demand from BAHRI all statutory charges/deposits payable to Panchayat, Tamil Nadu Electricity Board other local/revenue/statutory/ government authorities for the purpose of construction of the Villa Structure, provisioning of all the amenities including supply of water, electricity, erection of transformers, laying of cables, sewerage connections etc for the Villa Structure or for the better beneficial enjoyment of the Villa Structure.
- 3.2 Tax/Charges
- 3.2.1 All the taxes/charges in respect of anything done or deemed to be done under this Agreement shall be paid by the ALLOTTEE to BAHRI before taking delivery of the said Villa Structure.
- 3.2.2 If by reason of any amendments to the constitution or enactment or amendment of any other law, Central or state, this transaction is held eligible to service tax or any tax or any charges like infrastructure and amenities Charges either as a whole or in part or, If any inputs or materials or equipments or services used or supplied in execution of or in connection with this transaction are liable to levy of such tax, the same shall be borne and payable by the ALLOTTEE on demand.
- 3.2.3 The ALLOTTEE specifically indemnifies BAHRI against any charges or any additional stamp Duty/registration fee liability that may arise out of or in connection with this Agreement.

**ARTICLE-4
DEFAULT/DELAY:**

- 4.1 If the ALLOTTEE delays payment of any installments of the Construction Cost in spite of the same becoming due, without prejudice to the other rights of the BAHRI, the ALLOTTEE shall be liable to pay such installments along with interest at the rate of 18% (Eighteen percent) per annum thereon upto one month and thereafter 24% for continuous delay, with such interest being calculated from the date the installment becomes due till the date of payment thereof.
- 4.2 That in case of continuous default for more than two construction installments demanded by "Bahri" in making the payment, the "Bahri" shall at its on discretion stop the construction of the Villa Structure for which the losses/damages/risks/Claims if any suffered by "Bahri" during the non construction period of the Villa Structure the ALLOTTEE solely will be responsible for the same. The BAHRI as last resort shall issue a notice calling upon the ALLOTTEE to pay the arrears of amounts due along with interest thereon for the delayed payment within 15 (fifteen) days from the date of receipt of such notice and if the ALLOTTEE fails to pay the arrears along with interest/damages/claims even after receipt of such notice, BAHRI shall be at its right to recover its entire dues after taking over the legal custody of the plot and selling the plot to the third Party.
- 4.3 If the ALLOTTEE pays the arrears with the agreed rate of interest for delay in making the payment within the time stipulated in the notice, the BAHRI shall be at its discretion to either revoke/cancel the present agreement and/or restore it to its originality.

Bahri Estates Pvt. Ltd.,

 Authorized Signatory




 Mrs. N. Rajamani
 Signature of Allottee(s)

36



**ARTICLE-5
DELIVERY OF POSSESSION**

- 5.1 BAHRI will endeavor to carry out and complete the construction of the sold Villa Structure within **11 months** from the date of this Agreement or within **8 months** from the date registration of plot whichever is later. In the event of the construction not being completed within this period, BAHRI shall be entitled to a grace period of **3 months** for the completion of the construction of the said Villa Structure.
- 5.2 The ALLOTTEE shall within one week from the date of intimation by the BAHRI, take possession of the Villa Structure. The BAHRI shall issue a possession certificate indicating delivery of possession of the Villa Structure to the ALLOTTEE and the ALLOTTEE shall acknowledge receipt of the same.
- 5.3 The BAHRI shall make efforts to obtain electrical, water and sanitary connections within the stipulated time, however, the BAHRI shall not be responsible for any delays in obtaining such connections, clearances, certificates from the statutory bodies/authorities and ALLOTTEE shall not be entitled to claim any damage/losses/interest from BAHRI on the ground of such delay, provided there is no delay on the part of the BAHRI in applying for the above and the BAHRI has complied with all the legal requirement for getting the same.
- 5.4 The Completion Period shall be extended by such time as the BAHRI may specify in writing if the development is delayed by any Force Majeure event or any default of the ALLOTTEE of this Agreement. If there is a delay due a Force Majeure event, the BAHRI shall be entitled to reasonable extension of time for delivery of possession of the Villa Structure and the ALLOTTEE shall not be entitled to terminate the Agreement and claim refund of amounts paid. The term "Force Majeure" for the purpose of this Agreement shall mean the occurrence of one or more of the following events or similar circumstances which would result in stoppage of work of the Building or would make it impossible or illegal for the BAHRI to perform all or any part of its obligation under this Agreement during such occurrence of the Force Majeure event:
 - (i) act of God;
 - (ii) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition or embargo;
 - (iii) rebellion, revolution, insurrection or military or usurped power, or civil war;
 - (iv) contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
 - (v) riot, civil commotion, labor unrest, strikes, lockouts or disorder, non availability of steel, cement or any building materials;
 - (vi) fire, flood, earthquakes or typhoons; or
 - (vii) acts of terrorism or any other circumstances beyond the control of the First Party.
- 5.5 The BAHRI shall be entitled to extension of the Completion Period if the BAHRI agrees to provide any change in the specifications and amenities / additional work sought by the ALLOTTEE.

**ARTICLE-6
DEPOSIT & LIEN ON TITLE DEEDS**

- 6.1 In order to secure payment of the cost of construction and other amounts due and payable by the ALLOTTEE in terms of this Agreement, The ALLOTTEE has agreed to deposit the title deeds of the said property as collateral security for the due repayment of the construction cost. The said sale deed will be handed over to the ALLOTTEE at the time of possession of the Villa Structure when the ALLOTTEE clear/pay all the amounts

Bahri Estates Pvt. Ltd.,

Anjan Bhattacharya
Authorized Signatory

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Mrs. N. Rajamani
Signature of Allottee(s)

37



such as cost of construction and interest thereon along with other incidental charges connected with the Villa Structure.

- 6.2 However, if the ALLOTTEE should avail of a housing loan from a recognized financial institution then, the original sale deed/s will be handed over to the respective financial institution subject to disbursement of the loan from the financial institution in the Bank Account of the BAHRI.

**ARTICLE-7
COVENANTS**

7.1 The BAHRI agrees and undertakes:

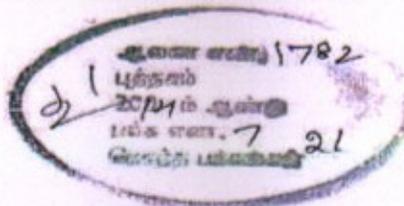
- (a) to handover peaceful possession of the Villa Structure in the manner provided in this Agreement;
- (b) to perform such other acts and deeds or omit performance of such acts or deeds as may reasonably be requested by the ALLOTTEE for purposes of consummation of the transaction contemplated under this Agreement; and
- (c) it shall at all times comply with all its obligations under this Agreement.

7.2 The ALLOTTEE agrees and undertakes:

- (a) the ALLOTTEE shall not create any charge/encumbrance on the property/Villa Structure till the time the entire payment with respect to the cost of construction with interest and other incidental charges are not paid to the BAHRI
- (b) to get the Villa Structure constructed exclusively through the BAHRI as contractor. The ALLOTTEE shall have no right to construct or to require the construction of the Villa Structure by any contractor other than BAHRI;
- (c) not to seek partition or division or separate possession of Property or any common areas and utilities, object to the construction of other structures on the Property by the BAHRI including Villa Structures for sale to other ALLOTTEE (S) and not to question or challenge the sale price or the Construction Cost agreed between the BAHRI and the other ALLOTTEE(S) of the rest of the undivided interests in the Property;
- (d) that the ALLOTTEE shall not have any right, at any time whatsoever, to obstruct or hinder the progress of the development of the "BAHRI BEAUTIFUL COUNTRY".
- (e) to ensure that the ALLOTTEE or its agents shall not enter the Property or the Villa Structure for any reason whatsoever without the express consent of the BAHRI until the ALLOTTEE has received possession of the Villa Structure as per the terms of this Agreement;
- (f) to not alter or subscribe to the alteration of the name of the Project, "BAHRI BEAUTIFUL COUNTRY", it being acknowledged that neither the Allottee nor other Allottee(s) of the Villa Structures has any right to seek such a change and/or deviation, alteration in the design/elevation and layout of the Villa Structure/Super structure constructed over the plot of any nature.
- (g) that the ALLOTTEE shall have no enforceable rights under the Agreement until the ALLOTTEE has complied with all his obligations under this Agreement, there being no default by the BAHRI.

Bahri Estates Pvt. Ltd.,

Arjun Wadhvani
Authorized Signatory



Mrs. N. Rajan
Signature of Allottee(s)

Signature of Allottee(s)

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**ARTICLE-8
CONSEQUENCES OF BREACH BY THE ALLOTTEE**

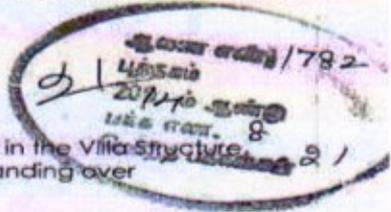
- 8.1 BAHRI may, in the event of the ALLOTTEE failing to pay the sums in the manner aforesaid or on committing any breach of the terms and conditions mentioned herein, the BAHRI shall take over the legal custody of the plot and sell the plot to the third Party and recover its entire dues.
- 8.2 In the such event, whatever money is received from re-selling the plot under construction shall refunded to the ALLOTTEE subject to the deduction of 20% of the total cost of plot and Construction as damages. The balance amount shall be refunded by BAHRI without interest after adjustment of interest accrued on the delayed payments(s), if any, and/ or other charges, due from the ALLOTTEE(s) under this agreement. The payment shall be refunded by BAHRI to the ALLOTTE when payment is received from the new ALLOTTEE.
- 8.3 That incase of any breach, the BAHRI, at its discretion has full authority to take over the custody with ownership rights of the plot under construction without any notice, till the time construction is not completed and entire payments /dues thereto is not recovered by BAHRI
- 8.4 That the ALLOTTEE undertakes not to raise any objections of any nature and do hereby accord its consent to BAHRI to sale and re-allot to the third party.

**ARTICLE-9
REVOCATION OF AGREEMENT**

- 9.1 This Agreement is irrevocable until revoked at the instance of the BAHRI. The ALLOTTEE shall have no right to revoke the present Agreement under any circumstances.
- 9.2 That incase of continuous breach of terms of the present agreement and/or default in making more than two construction installments /dues by the ALLOTTEE, the BAHRI at its instance has a right to revoke the present agreement and seek remedy as stated herein in the present Agreement

**ARTICLE-10
DEFECT LIABILITY**

- 10.1 The BAHRI as contractor shall not be responsible for any defect in the Villa Structure noticed after a period of 3 (three) months from the date of handing over possession of the Villa Structure to the ALLOTTEE.



**ARTICLE-11
ASSIGNMENT**

- 11.1 The ALLOTTEE hereby agrees and confirms that the BAHRI is executing this Agreement in view of certain attributes of the ALLOTTEE including the ALLOTTEE's standing in the community and therefore this Agreement is not transferable to any other third party or entity.
- 11.2 The ALLOTTEE shall not let, transfer, assign or part with the ALLOTTEE interest or benefit factor of this Agreement or part with the possession of the Villa Structure and the Property until all dues payable by the ALLOTTEE to the BAHRI under this Agreement are fully paid and only if the ALLOTTEE has/have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the ALLOTTEE has procured the prior written permission of BAHRI for any such assignment or

Bahri Estates Pvt. Ltd.,
Arjun Meethal
Authorized Signatory

Mrs. N. Rajamoni
MRS. N. Rajamoni
Signature of Allottee(s)



transfer. Transfer of Villa Structure shall be permissible at the sole discretion of the BAHRI and on such terms and conditions imposed by BAHRI on payment of such administrative and transfer charges as may be fixed by BAHRI and on clearing all the dues till the date of such transfer.

**ARTICLE-12
MAINTENANCE**

The PURCHASER/ ALLOTTEE(S) agree that he/ she/ they shall enter into an agreement with AAMOKSH ONEEIGHTY HOSPITALITY PVT. LTD. (hereinafter referred to as the 'Maintenance Agency') for rendering certain management and maintenance services including the upkeep, repairs, security and maintenance etc. of the BAHRI BEAUTIFUL COUNTRY community.

**ARTICLE-13
INDEMNITY**

- 13.1 The BAHRI hereby agrees to indemnify and hold the ALLOTTEE harmless against any and all damages which directly arise out of, or result from or may be payable by virtue of any default or breach by it of any of its covenants and obligations under this Agreement.
- 13.2 Notwithstanding anything stated under this Agreement, the liability of the BAHRI under this Agreement including Clause 10.1 shall not exceed the aggregate of the monies that have been paid by the ALLOTTEE pursuant to this Agreement.
- 13.3 The ALLOTTEE hereby agrees to indemnify and hold the BAHRI harmless against any and all damages which directly arise out of, or result from or may be payable by virtue of any default or breach by him of any of his covenants and obligations under this Agreement.

**ARTICLE-14
DISPUTE RESOLUTION**

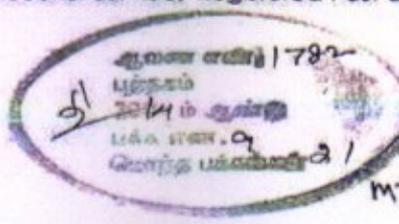
- 14.1 All or any disputes arising out of or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Indian Arbitration & Conciliation Act, 1996 or any statutory amendments/ notifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in New Delhi by a Sole Arbitrator who shall be appointed by the BAHRI and whose decision shall be final and binding. The Allottee hereby confirms that he shall have no objection to this appointment.
- 14.2 The Courts of Delhi alone shall have jurisdiction, to the exclusion of all other courts, in all matters arising out of or touching and/or concerning this transaction.

**ARTICLE-15
NOTICES**

- 15.1 That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by recognized courier service/ Registered Post at their respective addresses specified below:

Bahri Estates Pvt. Ltd.,

Arjun Khosla
Authorized Signatory



Mr. N. Rajamani
Signature of Allottee(s)

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(a) In the case of notices and other communications to the BAHRI:

Name :- Bahri Estates Pvt.Ltd
Address :- Jamal's Nainar Enclave, 1st Floor, 44 Eldams Road, Alwarpet, Chennai - 600 018

(b) In the case of notices and other communications to the ALLOTTEE:

Name :- Mr.Sathappan Rajamani & Mrs. Nachammi Rajamani
Address :- 132 ,Delhi Apartments C.G.H.S. Ltd., Plot No.15-C, Sector-22,Dwarka, New Delhi-110075.

- 15.2 It shall be the duty of the ALLOTTEE to inform BAHRI of any changes subsequent to the execution of this Agreement in the above address by Registered Post/Speed Post/recognized Courier failing which all communications and letters posted at the above address shall be deemed to have been received by the ALLOTTEE.
- 15.3 That incase there are joint ALLOTTE(s), all communications shall be sent by BAHRI to the ALLOTTE whose name appears first at the address given by him/her/them which shall for all purposes be considered as served on all the ALLOTTE(S) and no separate communication shall be necessary to the other named ALLOTTEE.

**ARTICLE-16
MISCELLANEOUS**

16.1 Entire Agreement

The Agreement along with Annexure/Schedules and the terms and conditions contained in the present Agreement constitute the entire Agreement between the ALLOTTE and BAHRI with respect to the subject matter hereof and supersedes any and all understanding, any other Agreements, correspondence, arrangement whether written or oral, if any, between the parties. The terms and conditions of the present Agreement shall continue to prevail and be binding on the ALLOTTEE.

16.2 Reservation of rights

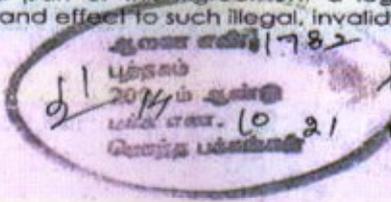
No forbearance, indulgence or relaxation or inaction by the Parties at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of the Parties to require performance of that provision. Any waiver or acquiescence by the Parties of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Agreement.

16.3 Severability

The Parties agree that the covenants, obligations and restrictions in this Agreement are reasonable in all circumstances. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any Applicable Law, (i) such provision shall be fully severable; (ii) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; (iii) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance here from; and (iv) in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms and effect to such illegal, invalid, or unenforceable provision as may be possible.

Bahri Estates Pvt. Ltd.,

Arjun Mehta
Authorized Signatory



Mrs. N. Rajamani
Signature of Allottee(s)

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16.4 Amendment

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereto or any rights arising here from shall be valid or binding unless made in writing and duly executed by both Parties.

16.5 Specific performance

Without prejudice to any remedy available under law or this Agreement, this Agreement shall be specifically enforceable at the instance of either of the Parties.

16.6 Counterparts

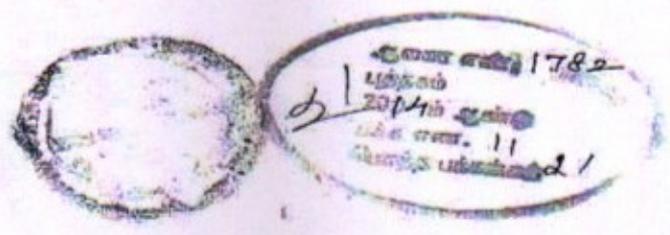
This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. The Parties may enter into this Agreement by signing any such counterpart.

16.7 Stamp Duty, Fees Etc

The stamp duty and registration fee payable on this Agreement, as may be applicable as on date, legal expenses and all other miscellaneous and incidental expenses for execution / registration of this Agreement shall be borne by the ALLOTTEE exclusively. The BAHRI as contractor shall have no liability in respect thereto.

16.8 Governing law and jurisdiction

The provisions of this Agreement shall, in all respects, be governed by, and construed in accordance with the laws of India. As set forth in Clause 11, arbitration in New Delhi by a Sole Arbitrator appointed by Bahri shall be the method of resolving disputes arising under this Agreement. The Arbitrators shall have powers to pass interim awards and orders. However, for any matters that cannot be resolved under Clause 11, including such as interim protective measures and enforcement of any arbitration award, the Parties agree that the courts at Delhi shall have exclusive jurisdiction. The costs of Arbitration including the Arbitrator's fee shall be borne by the party losing the Arbitral proceedings.



Bahri Estates Pvt. Ltd.,

Arjun Khosla
Authorized Signatory

Mrs. N. Rajamani
Signature of Allottee(s)

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SCHEDULE - B

PAYMENT SCHEDULE

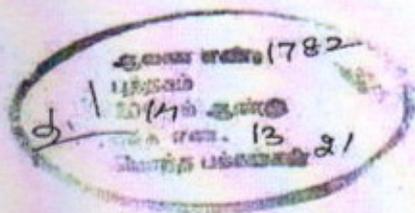
Property Detail

Villa No- 175

Block - Retirement Home
Built Up Area 1116 sq. ft. 2 BHK

Construction Cost	1,116,000.00
Construction Linked Payment Plan:-	1,116,000.00
Mobilization Advance (Payable at the time of Registration of Plot) 20%	223,200.00
On Excavation & Footing 15 %	167,400.00
Work Upto Plinth Level 15%	167,400.00
On Start of Super Structure (Brick Work) 15%	167,400.00
On Completion of Super Structure (Roof Slab) 15%	167,400.00
On Start of Plaster Work & Electrical Conducting 10%	111,600.00
On Open Area Work 5%	55,800.00
On Notice of Completion of Villa Structure 5%	55,800.00
Grand Total	1,116,000.00

Electric meter, Electric Connection charges, Water Supply, Panchayat Deposits/Charges, Government Levies, Maintenance deposit/Charges, Service tax shall be charged extra as applicable. Please Make all Payment in favour of "Bahri Beautiful Country - A/c Sales"



Bahri Estates Pvt. Ltd.,

Arjun Khosla
Authorized Signatory

Mrs. N. Rajamani

Mrs. N. Rajamani

Signature of Allottee(s)



IN WITNESS WHEREOF THE PARTIES HERTETO HAVE SIGNED THIS AGREEMENT THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN

Bahri Estates Pvt. Ltd.

Arjun Wadhwa

Authorized Signatory

Signature Of Allottees

Sathappan Rajamani

Mr.Sathappan Rajamani

MRS. N. Rajamani

Mrs. Nachammi Rajamani

Witnesses:

1. Signature :
Name :
Occupation :
Address :

R. VELU

R. VELU. S/O. RAMASAMY
NO.3 EYYANAR KOIL ST. SATHIYAVADI Vill & post.
VRIDDHACHALAM T.R. pin - 606110.

2. Signature :
Name :
Occupation :
Address :

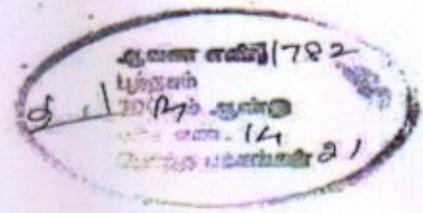
B. SARAVANAN

B. SARAVANAN S/O. MR. S. BALAKRISHNAN
J. RANI TOWERS, FIRST FLOOR, BYEPASS ROAD,
S-S. COLONY, MADURAI - 625010.

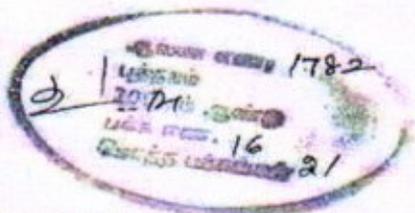
Drafted by:

S.Yasar Arafath.M.B.A.,B.L (En.No.1409/2007)
For Mr.Sai Srujan Tayl
Giridhar & Sai, Advocates
319, LC Street, Chennai

S. Yasar Arafath



46



Transport Department Government of NCT of Delhi
Licence to Drive Vehicles Throughout India

Licence No. : DL-1220130120317 (P) N
Name : ARJUN GHOSHAL
S/W/D : HARSH KUMAR GHOSHAL
DOB : 07/08/1963 BO : O-
Address : PLOT NO 3/4 NEW MANGALPURI
MEHRAULI, DELHI 110030

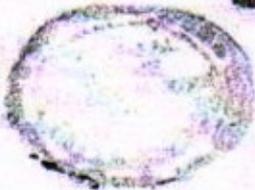
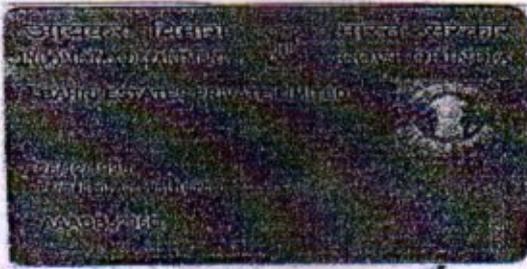


Authorisation to Drive LHV-MT Date of Issue 04/11/2013

Issue Date : 04/11/2013
Validity : 02/11/2018
Int Cert No : NA

(Holder's Signature)

Issuing Authority (3WZ-11)



For Bahri Estates Pvt. Ltd.
Arjun Ghoshal
Authorized Signatory

Arjun Ghoshal
MPPA-15-Rejomanani

47

58



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SATHAPPAN RAJAMANI

VELAYUTHAM CHETTIAR SATHAPPA

05/04/1947

Permanent Account Number

AAIPR0389M

Sathappa
Signature



इस कार्ड को धीरे-धीरे सुरक्षा सुविधा वाले 2 कोना
अपने बैंक खाते पर धीरे-धीरे
आयकर विभाग के कार्ड को सुरक्षा
कोण पर - 411 043

If this card is lost / someone's lost card is found,
please inform / return to:
Income Tax PAN Services Unit, NSDL,
1st Floor, Sapphire Chambers,
Near Bane Telephone Exchange,
Banar, Pune - 411 043
Tel: 91-20-2721 8060, Fax: 91-20-2721 8061
e-mail: itinfo@nsdl.co.in

Sathappa
MRS. N. Rajamani

For Ashraf Estate
Aijun Moshah
Authorized Signatory

आयकर विभाग 1782
21/11/17
21



68 48



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

NACHAMMAI RAJAMANI
RAMANATHAN CHETTIAR

02/12/1961

Permanent Account Number
AJJPR5137M



Ms. N. Rajamani
Signature

In case this card is lost / found, kindly inform / return to:
Income Tax PAN Services Unit, UTTISI,
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.
एन सी यू ई / एन सी यू एन सर्विस यूनिट, उट्टिसी,
प्लॉट नं. 3, सेक्टर 11, एन सी यू बीलपूर,
नवी मुंबई - 400 614.

Mrs. N. Rajamani
[Handwritten Signature]

For Bahri States
[Handwritten Signature]
Authorized Signatory

1782
18
31



49

1160



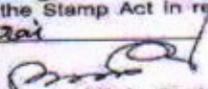
1782/2014/BK1

CERTIFICATE UNDER SECTION 42 OF STAMP ACT

S.No. 1736 of 2014

I hereby certify that a sum of Rs. 1160 (Rupees Eleven thousand one hundred and sixty only) on account of proper / deficit stamp duty has been levied under section 41 of the Stamp Act in respect of this instrument from ARJUN GHOSHAL residing at Madurai

Vathalakundu
Date: 04/06/2014


Signature of Sub. Registrar & Collector
Under Section 41 of the Indian Stamp Act.

Presented in the Office of Sub. Registrar of Vathalakundu and fee of Rs. 11460 paid between hours of 11 and 12 on 04/06/2014 by

1 Left Thumb




For Bahin Estates Pvt. Ltd.
Arjun Ghoshal
Authorized Signatory

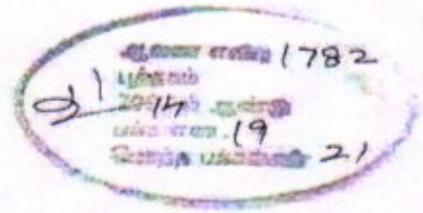
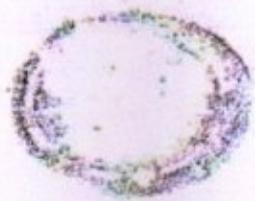
Additions As per the recitals of the document

1 Left Thumb




For Bahin Estates Pvt. Ltd.
Arjun Ghoshal
Authorized Signatory

Additions As per the recitals of the document



Sheet no. 1 of 3

OS



Execution Admitted by

1 Left Thumb




Velu R

Additions As per the recitals of the document

3 Left Thumb




Mrs. N. Rajamani

Additions As per the recitals of the document

Identified by

1 *Velu R* Name : VELU R

S/o RAMASAMY

NO.3, AYYANAR
KOVIL ST.,
SATHYAVADI
VIRUDHACHALAM

2 *Saravanan B* Name : SARAVANAN B

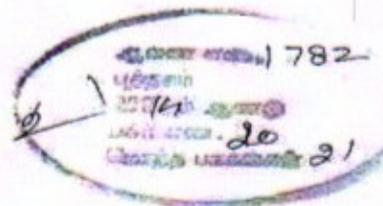
S/o BALAKRISHNAN

J.RANI TOWERS, 1ST.,
FLOOR, BYEPASS
ROAD,
S.S.COLONY,MADURAI
-10

4th day of June 2014

Pradeep
Sub. Registrar

Vathalakundu



Sheet no. 2 of 3

51



Registered as No 1782 of 2014 of Book 1

Date : 04/06/2014.

[Signature]
Sub. Registrar
Vathalakundu



1782
2014
21 21



Sheet no. 3 of 3