

AGREEMENT FOR SALE

1. **Date:** _____
2. **Place:** Kolkata
3. **Parties:**
 - 3.1 **Ajay Agarwal, [PAN ACJPA3516G, NRIC No. S7555524E],** son of Lakshmendra Kumar Agarwal, by Faith Hindu, by Occupation Business, by Nationality Indian, resident of DA-122, Sector -1, Salt Lake City, Post Office CC Block, Police Station North Bidhanagar, District North 24 Parganas, Kolkata – 700064 and represented by its constituted attorney **Skyscraper Realtech Properties LLP [LLP Id No. ABC-1878] (having PAN AEUFS3190M),** is incorporated under the pursuant to section 12(1) of the Limited Liability Partnership Act 2008 and having its registered office at Premises No. 04-0583, Plot No. AA-IIB/3296, Category-MIG-I, Action Area -IIB, Post Office Newtown, Police Station Eco-park, Kolkata-700161, District North 24 Parganas, being represented by its Designated Partner namely **Sk Nasir** (having PAN ADSPN1335N, Aadhar No. 984958654168), son of Late Sk. Rashid, by faith – Muslim, by nationality – Indian, by occupation – Service, residing at Hatiara Paschimpara, Post Office – Hatiara, Police Station – Eco park (formerly Newtown), Kolkata – 700157, District – North 24 Parganas.

(Owner, includes successor-in-interest and assigns)

And

SKYSCRAPER REALTECH PROPERTIES LLP

Sk Nasir

Designated Partner

- 3.2 Skyscraper Realtech Properties LLP [LLP Id No. ABC-1878] (having PAN AEUFS3190M)**, is incorporated under the pursuant to section 12(1) of the Limited Liability Partnership Act 2008 and having its registered office at Premises No. 04-0583, Plot No. AA-IIB/3296, Category-MIG-I, Action Area -IIB, Post Office Newtown, Police Station Eco-park, Kolkata-700161, District North 24 Parganas, being represented by its Designated Partner namely **Sk Nasir** (having PAN ADSPN1335N, Aadhar No. 984958654168, Ph. No. 9830188509), son of Late Sk. Rashid, by faith – Muslim, by nationality – Indian, by occupation – Service, residing at Hatiara Paschimpara, Post Office – Hatiara, Police Station – Eco park (formerly Newtown), Kolkata – 700157, District – North 24 Parganas.

(**Promoter**, includes successor-in-interest and assigns)

And

- 3.3 Mr/Ms/Mrs** _____, son/wife/daughter of _____, by Nationality Indian, by Occupation _____, residing at _____, Post Office - _____, Police Station - _____, Pin - _____, District - _____, State - _____.
[PAN _____, Aadhaar No _____, Mobile # _____]

- 3.4 Mr/Ms/Mrs** _____, son/wife/daughter of _____, by Nationality Indian, by Occupation _____, residing at _____, Post Office - _____, Police Station - _____, Pin - _____, District - _____, State - _____.
[PAN _____, Aadhaar No _____, Mobile # _____]

(collectively **Allottees**, includes successor-in-interest and assigns)

Owners, Promoter and Allottees collectively **Parties** and individually **Party**.

WHEREAS:

- A. The Owner is the absolute and lawful owner of land measuring 200.00 (two hundred) square meters, decimal, Premises no. 02-0646 in Street No. 0646 [12 M. wide] (erstwhile Plot No. 2044 in Block No. AA-IIC), Category – HIG-I, situated in the New Town, Police Station – New Town, District – North 24 Parganas, (formerly in Panchayet area falling within Mouza Reckjoani, J.L. No. 13, under Rajarhat Bishnupur 1 No. Gram Panchayet) under the New Town Kolkata Development Authority, PIN 700161 vide Sale Deed dated 12th April, 2014, registered in the Office of Additional District Sub-Registrar Rajarhat North 24 Parganas, in Book No. I, CD Volume No. 8, at Pages 11315 to 11329, being Deed No. 05943 for the year 2014. (**Said Property**).
- B. The Owner and the Promoter have entered into a registered Joint Development Agreement 28th December 2023, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2024, Pages 7005 to 7036, being Deed No. 152319074 for the year 2023 (**Development Agreement**).

for development of residential project on the Said Property. The Owner has also granted a registered Power of Attorney to Skyscraper Realtech Properties LLP dated 28th December 2023, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2024, Pages 7037 to 7050, being Deed No. 152319075 for the year 2023, to the Promoter (**Power of Attorney**) to act in his place and stead and to represent them in all matters and purposes concerning the development of the real estate project.

- C. The Said Property is earmarked for the purpose of building a residential project comprising G+4 (Ground plus four) storied apartment and the said project shall be known as “**Sky House**” (**Project**), upon the Said Property fully described in **Part – I** of the **Schedule A** hereunder, comprising residential apartments, covered parking and common areas intended to be constructed.
- D. The Owner and the Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the title of the Owner to the Said Property and the Promoter’s right and entitlement to develop the Said Property on which the Project is to be constructed have been completed.
- E. The Promoter have duly intimated the New Town Kolkata Development Authority (NKDA) about commencement of construction of the Project vide its letter dated **29.03.2024**.
- F. The Promoter has obtained the layout plan, sanctioned plan by the New Town Kolkata Development Authority vide Building PIN No. 0020064620230504 dated 4th May 2023, for construction of the Said Project (**Sanctioned Plan**). The Promoter agrees and undertakes that it shall not make any changes to approved plans of the Real Estate Project except in strict compliance with Section 14 of the Act and other laws as applicable.
- G. The Promoter has registered the Project under the provisions of the Act with West Bengal Real Estate Regulatory Authority at Kolkata on _____ under Registration No. _____.
- H. The Allottees had applied for an apartment in the Project vides application no. _____ dated _____ and has been allotted Residential Apartment No. _____, on the _____ floor, having carpet area of _____ (_____) square feet, more or less with attached balcony measuring _____ (_____) square feet, more or less, being more particularly described in **Part – I of Schedule B** below and the layout of the apartment is delineated in Red colour on the Plan annexed hereto and marked as **Annexure “2” (“Said Apartment”)** together with the right to park _____ (_____) number of car parking space in the Ground Floor, more particularly described in **Part – I of Schedule B** below (**covered parking**) and together with pro rata share in the common areas of the Real Estate Project (**Share In Common Areas**), the said common areas of the Real Estate Project being described in **Schedule B (Part III)** below (“**Common Areas**”). The Said Apartment, and Said Parking Space, the Share In Common Areas, (collectively “**Said Apartment And Appurtenances**”).
- I. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

- J. The particulars of the title of the Owner to the Project Land are fully described in **Part – II** of the **Schedule A** hereto (**Devolution of Title**).
- K. The parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project.
- L. The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment and the covered parking (if applicable) as specified in **Schedule B**.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the parties agree as follows:

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the said Apartment as specified in paragraph H.
- 1.2 The Total Price for the Apartment based on the Carpet Area is Rs. _____/- (Rupees _____) only. The Total Price is exclusive of the Other Charges and applicable Goods and Service Tax (GST). The breakup of the Total Price is given below:

SI No.	Description	Rate per Square Feet (Rupees)	Amount (Rupees)
A	Apartment Price:		
	a) Cost of Unit (in Carpet Area)		Rs. _____/-
	b) Covered Parking Space		Rs. _____/-
	Sub – Total		Rs. _____/-
B	Other Charges:		
	a) Security deposit and all other charges of the supply agency for providing Transformer or Mother Meter to the Said Building.		Rs. _____/-
	b) The Promoter shall provide Intercom facility in the Said Unit, the Allottee shall be liable to give an installation charge.		Rs. _____/-
	c) The Promoter shall provide Water Filtration Plant facility in the Said Complex, the Allottee shall be liable to give an installation charge.		Rs. _____/-
	d) The Promoter shall provide Central Security System		Rs. _____/-

	in the Said Complex/Said Building, the Allottee shall be liable to give an installation charge.	
	e) Interest Free advance for proportionate share of the common expenses/ maintenance charges for 12 months @ Rs. 3/- per square feet on Unit.	Rs. ____/-
	f) Interest Free Sinking Fund @ Rs. 30/- per sq. ft. on Unit	Rs. ____/-
	g) Association Formation Charge.	Rs. ____/-
	h) Legal/Documentation charges, excluding stamp duty and registration fees, registration/ commission fees and misc. expenses, which shall be paid extra by the Allottee at the time of registration.	Rs. ____/-
	Sub – Total	Rs. ____/-
	Total Price (A + B)	Rs. ____/-
	<i>plus</i> Applicable GST (Goods and Service Tax)	

In addition to the aforesaid Total Price, the following charges shall be paid at actuals/ or as mentioned by the Promoter as per payment schedule:

- (a) Cost of individual Electricity Meter for the unit;
- (b) Stamp Duty/Registration Charges/commission charges and other incidental expenses in this regard for stamping, registration and commission;
- (c) Costs for providing MS Grill for the windows, collapsible gate, plus applicable taxes, if required; and;

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Said Apartment:

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased / reduced based on such change / modification.

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee 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. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges,

costs/charges imposed by the competent authorities, the Promoter shall enclose details of the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- 1.4 The Allottee shall make the payment as per the payment plan set out in the **Schedule C** hereto (**Payment Plan**).
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 1% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

It is agreed that the Promoter shall not make any additions and alterations in the sanction plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building as the case may be, without the previous written consent of the Allottee. Provided That the Promoter may make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per the provision of the Act.

- 1.6 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The total price payable for the said Apartment shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by the Allottee within 45 (forty-five) days with annual interest at the rate prescribed in the Rules, from the date when such excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than 3 (three) percent of the carpet area of the said Apartment, allotted to Allottee, the Promoter may demand the increased amount from the Allottee as per the next milestone of the Payment Plan as provided in the **Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in clause no. 1.2 of this Agreement.
- 1.7 Subject to para 9.3, the Promoter agrees and acknowledges that the Allottee shall have the right to the said Apartment as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the said Apartment;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas of the Project as described in **Schedule B (Part III)**. Since the share interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants/Allottee of the Project, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas/Whole Project Included Amenities shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall hand over the Common Areas to the association of Allottee after duly obtaining the completion certificate from the competent authority as provided in the Act.
 - (iii) The computation of the price of the Said Apartment includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges taxes, cost of providing electric wiring, fire detection and

firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

- 1.8 It is made clear by the Promoter and the Allottee agrees that the Apartment along with the covered parking (as specified in para H) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained project covering the Said Property and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of all the Allottee. It is clarified that all the Common Areas, Amenities and Facilities of the Project shall be available only for use and enjoyment of the Allottee of the said Project.
- 1.9 It is understood by the Allottees that all other areas i.e. areas and facilities falling outside the Project, namely '**Sky House**' shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.
- 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the said Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, Panchayat or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions (if any), which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.11 The Allottee has paid a sum equivalent to 10% (ten percent) of the Total Price as booking amount being part payment towards the Total Price of the Said Apartment And Appurtenances which includes token amount/any advances paid at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Said Apartment And Appurtenances as prescribed in the Payment Plan [specified in **Schedule C**] as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

- 2.1 Subject to the terms of this Agreement and the Promoter abiding by the construction milestones as expressly mentioned in this Agreement, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/pay order or online payment (as applicable) drawn in favour of '**Skyscraper Realtech Properties LLP**' payable at Kolkata or in the manner mentioned in the demand/email.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, 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, 1934 and the Rules and Regulations made thereunder or any statutory amendments) 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 shall be in terms of or in accordance with the provisions of the 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 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 of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee 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 only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust and appropriate all payments made by him/her/its/them under any head(s) of dues against lawful outstanding of the Allottee against the Apartment if any, in him/her/its/them name and the Allottee undertakes not to object/demand/direct the Promoter to adjust such payments in any other manner.

5. TIME IS ESSENCE:

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project, as disclosed at the time of registration of Project with the Authority and towards handing over the said Apartment to the Allottee and the Project Common Areas, Amenities and Facilities shall be completed only upon completion of the Project by the Promoter before handing over of the Project to the Association of the Allottee or the competent authority, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C** i.e. the Payment Plan.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen and accepted the proposed layout plan of the Apartment and also the floor plan, payment plan and the specifications, amenities and facilities of the said Apartment/Project as mentioned in the **SCHEDULES** hereto which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and

specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by such authorities and shall not have an option to make any variation/alteration /modification in such plans, other than in the manner provided under applicable laws and this Agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

- 7.1 **Schedule for possession of the said Apartment** – 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 along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on **30/09/2025** (“**POSSESSION DATE**”) 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 project (“**Force Majeure**”). If however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to 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 agrees and confirm 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 the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, the Allottee 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.
- 7.2 **Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate (or such other certificate by whatever name called issued by the competent authority) from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement by sending the notice of such offer by speed post/e-mail calling upon the Allottee to take possession of the Apartment within 3 (three) months from the date of issue of the said Notice Of Possession (“**POSSESSION NOTICE**”) and the Promoter shall give possession of the said Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/association of Allottee, as the case may be. The Promoter on its behalf shall offer the possession to the allottee in writing within 30 days of receiving the occupancy certificate (or such other certificate by whatever name called issued by the competent authority) of the Project.
- 7.3 **Failure of Allottee to take possession of Apartment** – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2 in the Possession Notice such Allottee shall continue to be liable to pay maintenance charges as applicable.

- 7.4 **Possession by the Allottee** – After obtaining the occupancy certificate or such other certificate by whatever name called issued by the competent authority, and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee or the competent authority, as the case may be, as per the local laws.
- 7.5 **Cancellation by Allottee** - The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act. Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the entire booking amount (**Cancellation Charge**), paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation.
- 7.6 **Compensation** - The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act or for any other reason, the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him/it in respect of the Apartment, with interest at the rate prescribed in the Rules within 45 (forty five) days including compensation in the manner as provided under the Act.

Provided That where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the said Unit.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

- 8.1 The Promoter and/or Owners hereby represents and warrants to the Allottee as follows:
- (i) The Owner has absolute, clear and marketable title with respect to the said property and the requisite rights to carry out development upon the said property and absolute, actual, physical and legal possession of the Project.
 - (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project.
 - (iii) There are no encumbrances upon the said Land, and/or the Project.
 - (iv) There are no litigations pending before any court of law or authority with respect to the said Land/Project or the Apartment.

- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, buildings and apartment and the Common Areas.
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may be prejudicially affected.
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project, which will, in any manner, affect the rights of Allottee under this Agreement.
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.
- (ix) At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the said Apartment to the Allottee and the Common Areas, Amenities and Facilities of the Project to the Association of the Allottee.
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property.
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the Project Land and/or the Project.
- (xiii) That the Project Property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events:
- (i) Promoter fails to provide ready to move in possession of the said Apartment to the Allottee 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;

- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by Promoter under the conditions listed above, the Allottee is entitled to the following:

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest, or;
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee to the Promoter, under any head whatsoever towards the purchase of the Apartment, along with interest at the rate specified in the Rules within 45 (forty-five) days of receiving the termination notice.

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he/she/they shall be paid by the Promoter, interest at the rate specified in the Rules for every month of delay till the handing over of the possession of the Apartment.

9.3 The Allottee shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payment for 2 (two) consecutive demands made by the Promoter as per the Payment Plan specified in **Schedule C** hereto, despite having been issued notice in that regard, the Allottees shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter, may cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him/her by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of complete amount of the Price of the Said Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Said Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authorities.

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of the Allottee. The cost of such maintenance has been included in the Total Price of the said Apartment.

12. DEFECT LIABILITY:

- 12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession. It shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under applicable laws for the time being in force.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:

The Allottee hereby agrees to purchase the Said Apartment on the specific understanding that is/her right to the use of Common Areas/Whole Project Included Amenities shall be subject to timely payment of total maintenance charges, as determined by the Promoter (until formation of the association of allottees) and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottee from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of Allottee shall have rights of unrestricted access of all Common Areas, covered parking for providing necessary maintenance services and the Allottee agrees to permit the association of Allottee and/or maintenance agency to enter into the said 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.

15. USAGE:

Use of Service Areas: The service areas, if any, as located within the Said Project, shall be earmarked for purposes such as parking spaces and services including but not limited to transformer, DG set, water tanks, pump rooms, maintenance and service rooms, etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association of Allottee formed by the Allottee for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/PROJECT

16.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment and keep the said Apartment its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Allottee 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 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.

18. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Said Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

20. APARTMENT OWNERSHIP ACT:

The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter will show compliance of various laws/regulations as applicable in West Bengal.

21. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. 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, as the case may be.

23. RIGHT TO AMEND:

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEE:

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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

- 25.1 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 in not making payments as per the Payment Plan [**Schedule C**] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee 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 Allottee.
- 25.2 Failure on the part of the parties 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.

26. 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.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the said Unit bears to the total carpet area of all the Apartments in the Project.

28. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions 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.

29. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its Partners at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, within 45 (forty five) days after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Additional District Sub-Registrar Rajarhat or Additional Registrar of Assurances Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES:

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 Registered Post at their respective addresses as mentioned in this Agreement or through e-mail.

It shall be the duty of the Allottee 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, as the case may be.

31. JOINT ALLOTTEE:

That in case there are Joint Allottee all communications shall be sent by the Promoter to

the Allottee 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 Allottee.

32. 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 Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33. 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 under the Arbitration and Conciliation Act, 1996 as amended from time to time.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee:

(1)

(2)

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

At _____ on _____ in presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Owner (Authorized Signatory):

(1)

(2)

Please affix
photograph
and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1)

(2)

SKYSCRAPER REALTECH PROPERTIES LLP

SK Nali

Designated Partner

Please affix
photograph
and sign
across the
photograph

At _____ on _____ in presence of:

Witnesses:

Signature _____

Name _____

Father's Name _____

Address _____

Signature _____

Name _____

Father's Name _____

Address _____

Schedule A
Part-I
(Said Property)

Land measuring 200.00 square meters, more or less, being Premises no. 02-0646 in Street No. 0646 [12 M. wide] (erstwhile Plot No. 2044 in Block No. AA-IIC), Category – HIG-I, situated in the New Town, Police Station – New Town, District – North 24 Parganas, (formerly in Panchayet area falling within Mouza Reckjoani, J.L. No. 13, under Rajarhat Bishnupur 1 No. Gram Panchayet) under the New Town Kolkata Development Authority, Assessee No. 002-0646-e-00-00001-26 and butted and bounded as follows:

Butted and bounded

On the North : By Premises No. 04-0646 and Street No 0646 (12M Wide)
On the East : By Premises No. 02-0659 and Street No 0646 (12M Wide)
On the South : By Premises No. 02-0659 and Prem. No. 05-0648
On the West : By Premises No. 05-0648 and Prem. No. 04-0646

Together with all title, benefits, easement, authorities, claims, demands, usufructs and tangible and intangible rights of whatsoever or whatsoever nature of the Owner in the Said Property and appurtenances and inheritances for access and user thereof.

Part-II
(Devolution of Title)

- 1 Acquisition of land by WBHIDCO:** West Bengal Housing Infrastructure Development Corporation Limited (hereinafter, referred to as “**WBHIDCO**”), a Government Company incorporated under the Companies Act, 1956 (Act I of 1956), having its registered office at HIDCO Bhaban, 35-1111, M.A.R., 3rd Rotary, New Town, Kolkata – 700156, has a State-wide mandate to provide a larger supply of developed lands, the immediate focus area of WBHIDCO was limited to the development of a Planned Town (hereinafter, called the “**New Town, Kolkata**”) pursuant to appointment of the said WBHIDCO as the Planning Authority by the Government of West Bengal vide Order No. 1490/HI/HGN/NTP/1M-1/98 dated 4th September, 1999, in respect of the Planning Area declared as such under Notification No. 1423/HI/HGN/NTP /1M-1/98 dated 27th August, 1999 and thus the Collector, North 24 Parganas and the Collector, South 24 Parganas, on the requisition of the Housing Department, Government of West Bengal, by and under a good number of land acquisition cases, had acquired a large chunks of land and the same had been duly vested in the Government of West Bengal, absolutely free from all encumbrances under Section 16 of the Land Acquisition Act, 1894 and the aforesaid Collectors, thereafter duly transferred the right, title and interest in the aforesaid lands and also made over vacant possession over the said land to WBHIDCO, free from all encumbrances upon payment of the price for compensation money for such lands.

- 2 **Allotment of plot in the name of Ajay Agarwal:** Ajay Agarwal applied to the said WBHIDCO in prescribed form for purchase a piece and parcel of land in New Town, Kolkata being a part and/or portion of the aforesaid acquired lands and in view of above application the said WBHIDCO allotted a land measuring 200.00 square meters, more or less, being Premises no. 02-0646 in Street No. 0646 [12 M. wide] (erstwhile Plot No. 2044 in Block No. AA-IIC), Category – HIG-I, situated in the New Town, Police Station – New Town, District – North 24 Parganas, (formerly in Panchayet area falling within Mouza Reckjoani, J.L. No. 13, under Rajarhat Bishnupur 1 No. Gram Panchayet) under the New Town Kolkata Development Authority, free from all encumbrances, to the aforesaid Ajay Agarwal, vide a Letter of Offer of Allotment, being no. 10470 (227)/HIDCO/ADMN-311/2002 dated 13th August, 2002 for a marketable and valuable consideration price therein.
- 3 **Deed of Indenture in the name of Ajay Agarwal:** After payment of the consideration money in respect of the above mentioned plot of land a Deed of Conveyance was executed and registered by and between WBHIDCO through its authorised representative and said Ajay Agarwal, dated 12th April, 2014, registered in the Office of Additional District Sub-Registrar Rajarhat North 24 Parganas, in Book No. I, CD Volume No. 8, at Pages 11315 to 11329, being Deed No. 05943 for the year 2014 whereby WBHIDCO sold, conveyed and transferred a piece and parcel of land measuring 200.00 square meters, more or less, being Premises no. 02-0646 in Street No. 0646 [12 M. wide] (erstwhile Plot No. 2044 in Block No. AA-IIC), Category – HIG-I, situated in the New Town, Police Station – New Town, District – North 24 Parganas, (formerly in Panchayet area falling within Mouza Reckjoani, J.L. No. 13, under Rajarhat Bishnupur 1 No. Gram Panchayet) under the New Town Kolkata Development Authority, free from all encumbrances.
- 4 **Memorandum of Possession in the name of Ajay Agarwal:** Ajay Agarwal duly completed all formalities and received Memorandum of Possession of Plot vide Letter No. MP-1/HIDCO/EM/22/5503 dated 28th July, 2014.
- 5 **Mutation in the name of Ajay Agarwal:** Ajay Agarwal mutated their name in the records of the Newtown Kolkata Development Authority, vide Premises No. 02-0646, Assessee No. 002-0646-e-00-00001-26 and were paying all applicable rates and taxes regularly.
- 6 **Absolute Ownership of Ajay Agarwal:** Ajay Agarwal became the absolute owner and otherwise sized and possessed and well and sufficiently entitled to the said property free from all encumbrances.

Schedule B
Part I
(Said Apartment)

- (a) The Said Apartment, being Residential Apartment No. _____, on the _____ floor, having carpet area of _____ (_____) square feet, more or less and Super built-up area of _____ (_____) square feet, more or less, in the building named “**Sky House**”, to be constructed on a portion of land Land measuring 200.00 square meters, more or less,

being Premises no. 02-0646 in Street No. 0646 [12 M. wide] (erstwhile Plot No. 2044 in Block No. AA-IIC), Category – HIG-I, situated in the New Town, Police Station – New Town, District – North 24 Parganas, (formerly in Panchayet area falling within Mouza Reckjoani, J.L. No. 13, under Rajarhat Bishnupur 1 No. Gram Panchayet) under the New Town Kolkata Development Authority, Assessee No. 002-0646-e-00-00001-26, PIN 700161, State West Bengal, The layout of the Said Apartment is delineated in **RED** colour on the Plan annexed hereto;

- (b) The Said covered parking, being the right to park ____ (_____) medium sized car in the ground Floor of the Said Building;
- (c) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Project described in Schedule below, as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of this Agreement; and
- (d) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Building, as be attributable and appurtenant to the Said Apartment.

Part II (Specifications)

Common Portions:

The Common Portions will be completed and finished as follows:

Super - Structure	RCC framed structure with Monolithic concrete.
Brick Work	External Wall: 8 inch thick with cement mortar (1:6) using 1 st class clay/block brick. Partition Wall: 5 inch thick brickwork with cement mortar in proportion (1:6) by using 1 st class clay/block bricks.
Plaster	Wall Plaster outside surface 12mm thick (1:6 cement mortar), Inside plaster 12mm thick (1:6 cement mortar) Ceiling Plaster 6mm thick (1:4 cement mortar)
Stair Case And Lobby	Staircase and lobby will be finished with good quality vitrified tiles and Staircase with mild steel railing.
Drainage	The drainage connection will be done as per approved drawing of Plumbing Engineer with very good quality material. Rain water pipes will be 6"/4" India made of supreme or equivalent brand.
Roof Treatment	Good quality material will be laid on roof or plain cement concrete with necessary water proofing admixture.
Water Supply	Water supply with high quality pumps from HIDCO and Water Filtration will also made available.
Electrical	Transformer and Mother Meter will be provided upon completion of procedure and payment of security deposit to WBSEDCL. Electrical mains etc. will be provided with good quality copper wire and light surround the project.
Painting And Finishing	Outside face of external walls will be finished with high quality weather coat. Gates and staircase railing grills will be painted with two coats of enamel paints over of primer.
Elevators	Manual Lifts as per Sanction Plan for the Building.

Said Unit:

The Said Unit will be completed and finished as follows:

Floor Of Rooms And Toilets	Glazed vitrified tiles in all bedrooms, living/dining rooms, kitchen, balcony and Toilets Anti-skid ceramic tiles.
Kitchen and Toilet Walls	- Kitchen: Ceramic tiling upto 2.5 feet from the granite counter tops with steel sink. - Toilet: Ceramic tiles up to 6.5 feet/up to soffit of lintel level.
Doors	- Door frames will be made of good quality <i>sha</i>/ wood. - Shutters will be pressed good quality flush door and hatch bolt/Aldrop. - Mortise lock/Cylindrical lock in the door and night latch for the main door of the Unit will be provided.
Windows	Fully Aluminium windows with glass fittings and standard handle.
Sanitary Fittings In Toilet/s	The following will be provided: - Tap and shower arrangements. - Light colored European type water closet made of porcelain. - Water pipe line. - Hot and cold water line. - Provision for installation of geysers (only Common Bath room). - Light colored wash basin made of porcelain (only Common Bath room).
Electrical Points And Fittings	- Concealed conduits with good quality copper wire will be provided. - TV Power points in living /dining. - Adequate electrical points in all bedrooms, living /dining, kitchen and toilets. - Refrigerator and Geyser point - Modular switches of reputed make - Calling bell point for the main door of the Unit.
Intercom	Telephone points will be provided in the living room with connection of intercom for each individual Unit of the complex.
Wall Finishing	Internal face of the walls will be finished with good quality wall putty.

Part III (Common Portions)

- | | |
|---|---|
| <ul style="list-style-type: none"> Lobby at the ground level of the Said Building Lift machine room(s) and lift well(s) of the Said Building Water supply pipeline in the Said Building (save those inside any Unit) Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Building Intercom Network in the Said Building | <ul style="list-style-type: none"> Lobbies on all floors and staircase(s) of the Said Building Water reservoirs/tanks of the Said Building Drainage and sewage pipeline in the Said Building (save those inside any Unit) Electricity meter (s) for common installations and space for their installation Electricity Cable for common installations in the Said Building/Said Complex, if any |
|---|---|

- External walls of the Said Building
- Demarcated portion of the roof above top floor of Said Building
- Lift (s)

Schedule C (Total Price)

The Total Price payable for the Unit is Rs. _____/- (Rupees _____) only and Rs. _____/- (Rupees _____) only, for right to ____ (____) Covered Parking Space, thus totaling to Rs. _____/- (Rupees _____) for the Apartment.

PAYMENT PLAN

The Apartment Price shall be paid by the Allottee to the Promoter in the manner mentioned in the chart below, time being the essence of contract. The Allottee agrees and covenants not to claim any right or possession over and in respect of the Said Apartment till such time the Allottee has paid the entirety of the Apartment Price and in addition to the Apartment Price, the Allottee shall also pay to the Promoter, as and when demanded, the amounts of Other Charges, as mentioned above, proportionately or wholly (as the case may be), with GST and other Taxes, if any, thereon.

Sl.	Payment Description	Percentage/Amount
1.	On Booking Amount	10% of Apartment Price plus applicable GST
2	On Execution of FSA	10% of Apartment Price plus applicable GST
2.	On Foundation Casting of Said Building	5% of Apartment Price plus applicable GST
3.	On Ground Floor Roof Casting of Said Building	5% of Apartment Price plus applicable GST
4.	On 1 st Floor Roof Casting of Said Building	5% of Apartment Price plus applicable GST
5.	On 2 nd Floor Roof Casting of Said Building	10% of Apartment Price plus applicable GST
6.	On 3 rd Floor Roof Casting of Said Building	10% of Apartment Price plus applicable GST
7.	On 4 th Floor Roof Casting of Said Building	15% of Apartment Price + Transformer Charges & Electricity plus applicable GST
8.	On Brickwork of Said Unit	15% of Apartment Price + Central Security System plus applicable GST
9.	On Inside Plaster of Said Unit	10% of Apartment Price + Intercom + Water Filtration plus applicable GST
10.	On Possession of Said Unit	5% of Apartment Price + Maintenance Charges + Sinking Fund + Legal Charges + Association Formation Charges plus applicable GST