

AGREEMENT TO SALE (WITHOUT POSSESSION)

This Agreement to Sale is executed on this ---th day of April 2025

By and Between

Kunjbeharil Realty private Limited, (PAN No. AAECK5598E) (UP Rera Reg. no. UPRERAPRAJXXXXXXX) (CIN no. UP70102MH2011PTC219093) a company incorporated under the provisions of the Companies Act, 1956 (No.1 of 1958), having its registered office at **0, Pili Kothi, Bus Stand to Kuchehari Road, Mirzapur, Uttar Pradesh-231001 through Director Mr. Vishwanath Prasad Agrawal, son of Late Radhey Shyam Agrawal, resident of Pansari Tola Mirzapur, Uttar Pradesh**, hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns). **mobile no. 9415206058**.

And

S. Siddiqui (Aadhar No. XXXXXXXXXX) S/o B. Siddiqui at residing Flat No. 204, Block A, Panchsheel Apts, Plot No.-9, Dwarka Sector-10, South West Delhi-110075, (PAN BWAPM9361F) Occ. Service, Mob. no. -----, herein after called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, successors-in-interest and permitted assigns).

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party."

INTERPRETATIONS / DEFINITIONS:

For the purpose of this Agreement for Sale/Lease, unless the context otherwise requires -

- a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- b) "**Authority**" means Uttar Pradesh Real Estate Regulatory Authority.
- c) "**Common Areas and Facilities**" shall mean such common areas, facilities, equipment and spaces in the Project which are meant for common use and enjoyment of all the occupants of all the phases of the Project and more particularly described in Schedule 'E' attached hereto.
- d) "**Government**" means the Government of Uttar Pradesh;
- e) "**Rules**" means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time;
- f) "**Regulations**" means the Regulations made under the Real Estate (Regulation and Development Act), 2016;
- g) "**Section**" means a section of the Act.

WHEREAS: property Arazi no. 147 measuring 2744.79sq.ft & Arazi No. 467 area 13562.52 sq ft & Arazi no. 468/2 area 4036.46sq ft & Arazi no. 469 area 4090.28 Sq.ft & Arazi no. 471 area 7800.60sq ft Total Five Ghata Total area 32234.65 sq ft i.e. 2994.69 sq mtr situated at Mauza Baraundha Andar, Tappa-84, Pargana Kantit, Tehsil Sadar, Dist. Mirzapur, U.P was owned by M/S Kunj Behari Lal Realty Private Limited Company and possessed by Mr, Vishwanath Prasad Agrawal S/o Late Radhey Shyam Agrawal

The **2994.65** sq mtr. of the said Land after providing for road widening is earmarked for the purpose of building as residential project comprising **Single** multistoried Apartment buildings having **Ground+Still Parking+11** Floors and the said project shall be known as "**SHRI RADHEY KRISHNA TOWER**".

A. The Promoter is fully competent to enter into this agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;

The Mirzapur Vindhyanchal Development Authority has granted the commencement certificate to develop the Project vide approval dated 30/01/2025 bearing approval/On line map no. 227/Naksha/22-23.

B. The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project and also for the Apartment, plot or building, as the case may be, from Mirzapur Vindhyanchal Development Authority. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 15(9) of the Act and other laws as applicable;

C. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow under registration No. UPRERAPRjXXXXX. The exhaustive list of details of the Promoters and project are available on website (www.up.rera.in) of the Authority.

D. The Allottee had applied for an apartment in the Project vide application Nill has been allotted **Apartment/Flat No. 704, Three BHK** having carpet area of **80.297 square meters (864 square feet)**, **Build-up Area 104.646 square meters (1126 square feet)**, **Super Build-up Area 130.762 square meters (1407 square feet)**, on **Seventh floor** in **Shri Radhey Krishna Tower** along With covered/Ground one parking as shown in the parking lay out annexed hereunder, as permissible under the Clause-D of Section 2 of the Act with pro rata share in common area as per permissible under the applicable law (hereinafter referred to as the "Apartment" more particularly described in Schedule B and the floor plan of the Apartment is annexed here to and marked as Schedule C);

E. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

F. That parties hereby confirm that they are signing this agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the Project;

G. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

H. 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;

I. 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 Apartment and the covered parking (if applicable) as specified in Para --.

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 Apartment as specified in para G.

1.2 Both the parties confirm that they have read and understood the provisions of sec-14 of the Act.

1.3 The Price "for the Apartment based on the carpet area **80.297 Sq.mtr.** is **Rs. xxxxxx-(xxxxxxxxxxxxxxxxxxxxxx)** :

Tower-A (A Block)	Rate of Apartment
Apartment/Flat No. 704, Seventh floor, Carpet Area- 80.297 Sq.mtr. (864 square feet)	Rs. xxxxxxxxxxxxxxxx
Build-up Area 104.646 square meters (1126 square feet),	Rs. xxxxxxxxxxxxxxxx
Super Build-up Area 130.762 square meters (1407 square feet)	Rs. xxxxxxxxxxxxxxxx

Total price (in rupees) : **Rs. xxxxxx-(xxxxxxxxxxxxxxxxxxxxxx)** Including GST & others government charges Like Government Stamp duty and Registration Charges Payable at the time of Sale Deed Extra.

The breakup of the total price is a under-

Particular	Amount(in Rs.)
Basic Price of the Apartment (Including Proportionate cost of common areas)	Rs. xxxxxxxx
1% GST on Price of Apartment	Rs. xxxxxxxx
Additional Charges	Rs. xxxxxxxx
Possession charges (Before Execution of Sale Deed)	Rs. xxxxxxxx
Total Price	Rs. xxxxxxxx

Note:- GST on price of Apartment/ Unit is currently calculated @ 01% on 100% of the price of the Apartment/Unit and 18% on One Year maintenance charges (C.A.M.) and IFMS Charges is payable at the time of before possession . However in case there is any change/modification in the taxes, the subsequent amount payable by the allottee to the promotor shall be increased/reduced based on such change/modification.

Explanation :

- (i) The Total Price above including the booking amount paid by the allottee to the Promoter towards the Apartment.
- (ii) The Total Price above excluding Taxes (consisting of tax paid or payable by the Promoter which may be levied under law, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee and the Project to the association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate:
 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:
 Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.
- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. 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;
- (iv) The Total Price of Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the Common Areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- 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 fee 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 fee, cost/charges imposed by the competent authorities, the Promoter shall enclose 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:
 Provided that if there is any new imposition or increase of any development fee after the expire of the schedule date of completion as per registration with the Authority, which shall include extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule D ("Payment Plan")**.

1.5 All other charges such as documentation charges, stamp duty, registration charges. Society Registration Charges etc. which are specifically to be paid with reference to this Agreement and any subsequent agreement/deed to be entered in this respect, do not form part of the Total Price and shall be paid by the Allottee(s) in addition to Total Price.

1.6 The Promoter may allow, in its sole discretion, a rebate for early payments installments payable by the Allottee(s) by discounting such early payments for the period by which the respective installment has been preponed. The provision for allowing the rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.

1.7 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'E' and Schedule 'F'** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act

. 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 provisions of the Act.

1.8 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate/occupancy certificate (as applicable)* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area 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 Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule D. All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed in **para 1.2** of this Agreement.

1.9 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

(i) The Allottee shall have exclusive ownership of the Apartment.

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

(iii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment. The promoter discourages such kind of visit by the allottee and his family members due to the risks involved at construction site. If at all the allottee decides to visit the site, he shall only do so after intimating the promoter or his site engineer and after taking due care are proper safety measures at his own responsibility. The promoter shall in no way, be held responsible for any accident/mishap involving the allottee and his accompanying persons while visiting the site. Further the promoter strictly prohibits the visit of children at the project construction site.

1.10 It is made clear by the Promoter and the Allottee agrees that the [Apartment] along with covered parking 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 Land 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 the Allottee. It is clarified that Project's facilities and amenities other than declared as independent areas in deed of declaration shall be available only for use and enjoyment of the Allottee of the Project.

1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal 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, 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.

1.12 The Allottee has paid a sum of **Rs. 10,00,000/- (Rupees Ten Lacs only)** detailed in Schedule-H as booking amount being part payment towards the Total Price of the Apartment 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 Apartment as prescribed in the Payment Plan [**Schedule D**] 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:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule D**] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of **Kunibeharilal Realty private Limited.**

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 there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the 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 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 the 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 and in case of cancellation by any such Allottee(s), refund in terms of this agreement shall be made only to the Allottee(s)

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any 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 the Project with the Authority and towards handing over the Apartment to the Allottee and the Common Areas to the association of Allottee after receiving the occupancy certificate or the completion certificate or both, 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 D** "Payment Plan")

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement including **Annexure B, Annexure C, Annexure D and Annexure E**] 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 the **Mirzapur Vindhyanchal Development Authority** and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the act, 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 to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter 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 or before- **XX/XX/2029** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. In such an event the promoter shall not be liable to pay any penalty/ interest/compensation to the allottee. if project is delayed due to any reasonable circumstances, allottee agrees that promoter shall be entitled to the extension of time for delivery of possession of the Apartment as may be granted by the Authority and no penalty/interest/compensation for such delayed period shall be paid by the promoter.

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 120 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. 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. In case the project is developed in phases it will be the duty of the promoter to maintain those common areas and facilities which are not complete and handover all the common areas and facilities to the RWA once all phases are completed. The promoter shall not charge more than the normal maintenance charges from the allottees.

7.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of Completion certificate. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 months from the date of issue of Completion certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the Apartment, as the case may be, to the Allottee at the time of conveyance of the same

7.3 Failure of Allottee to take Possession - 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**, such Allottee shall be liable to pay to the Promoter the holding charges at the rate of Rs. 2 per month per sq. ft. of carpet area (in case of Apartment) for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in Para 7.2 and the Allottee(s) shall also be liable to pay interest on the unpaid amount at the prescribed interest rate till actual date of Payment.

The Promoter shall not be responsible for any wear and tear damages caused to the Apartment/Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on "as is where is basis". The Allottee(s) shall be responsible and liable for all civil and criminal liabilities, which may accrue qua such Apartment/Unit.

7.4 Possession by the Allottee - After obtaining the Completion certificate* 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 Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

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 booking amount 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/withdrawal and remaining 50% (Fifty Percent) of the balance amount after re-allotment of the Apartment/Unit or at the end of one year from the date of cancellation/withdrawal, whichever is earlier, The Promoter shall inform the previous Allottee(s), the date of re-allotment of the said Apartment/Unit & also display this information on official website of UP-RERA on the date of re-allotment.

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 herein 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 Allottees, 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 in respect of the Apartment with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due:

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 Apartment which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee as follows:

- i. The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project.

- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- iii. There are no encumbrances upon the said Land 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, said 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 Law in relation to the Project, said Land, Building and Apartment and 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 prejudicially be affected
- vii. The Promoter has not entered into any agreement for sale/lease and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which shall, 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 Apartment to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be;
- 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 till the completion certificate/occupancy certificate (as applicable) has been issued and possession of Apartment, plot or building, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottees or the competent authority, as the case may be;
- 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 said Land and/or the Project.

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 Apartment to the Allottee within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.
- (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 there under.

9.2 In case of Default by Promoter under the conditions listed above a non-defaulting Allottee is entitled to the following-

- (i) Stop making further payments to 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 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 under any head whatsoever towards the purchase of the Apartment, along with interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules, within 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 shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot], which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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 payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. The Promoter must not be in default to take this benefit;
- (ii) In case of Default by Allottee including failed to under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment/Flat in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. The Promoter must not be in default to take this benefit Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the [Apartment] as per **Para 1.2** under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate and the occupancy certificate as the case may be, to the Allottee:

[Provided that, in the absence of Applicable Law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 months from the date of issue of completion certificate/occupancy certificate (as applicable)]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

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

The promoter shall enable the formation of an association or society or co-operative society, as the case may be, of the allottees, or a federation of the same, under the applicable laws in force. However, the promoter shall maintain and bear the cost of such maintenance for 4 (four) years from the date of issuance of completion certificate or occupancy certificate or deemed completion as the case may be. For the purpose of this clause maintenance shall be limited to maintaining STP, Lift, Genset (excluding diesel cost), motor rank and common equipments. Maintenance shall also include payment of common area electricity bill and arrangement and payment of man power services v.i.z., plumber, electrician, guards, sweeper & gardener only. Further after completion of 4 (four) years as specified above, the Promoter shall continue the common area maintenance for another 1 (one) year on the basis of amount collected from the Allottee(s) @Rs.2/- per Sq.ft plus taxes based on Super Built-up area. Thereafter, the Promoter on completion of four plus one year shall hand over the maintenance of common areas and facilities to the association of allottees or the society in existence. The Promoter will pay the balance amount, if any, available with him against the maintenance charges to association of Allottees if it takes the handover of the maintenance of common areas before the expiry of 5th year. Once 5 years are completed, the promoter shall leave the maintenance work even if the society does not takes the handover of the maintenance of common area.

Apart from above mentioned C.A.M. the allottee(s) shall also deposit IFMS (Interest Free Maintenance Security) @ of Rs.2/- per Sqr. Ft. based on Super Built up area of the particular Apartment/Unit which would be refunded/transferred by the Promoter as and when the maintenance of common area of group housing building shall be handed over to the registered association of allottees/Society in the Bank account of registered association of allottees/Society without any interest.

12. DEFECT LIABILITY:

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/lease 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 the date of obligation of the promoter to given possession to the allottee whichever is earlier, 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 Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

However, reasonable wear and tear, damages caused by in case any damage to the Apartment/Unit is caused by the Allottee(s) and/or any reasonable wear and tear and/or improper maintenance and undue negligence on the part of the Allottee(s)/AOA and/or any damaged caused due to force majeure shall not be covered under defect liability period.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency /association of Allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the [Apartment/Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, it any, as located with in the **S.J.R.S. Infracity Pvt. Ltd.** shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1. Subject to Para 12 above, the allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her on cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Apartment, 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 authorities or change or alter or make additions to the Apartment and keep the 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.

15.2 The allottee further undertakes, assures and guarantees that he/she would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. on the face and facade of the building or anywhere on the exterior of the project, building there in or common areas. The allottee shall also not change the color 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.

15.3 The allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the promoter and there after the association of allottees and /or maintenance agency appointed by association of allottee. The allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid condition.

15.4. **Electricity Connection:** That the Allottee(s) shall be required to get and maintain separate electric connection for the said Apartment/Unit in his/her/their own name from Electric Department and the entire cost of the electric meter and its fixation charges, cabling, MCB, main switch and other fittings shall be borne by him/her/them and shall be reimbursed to the Promoter if the same is paid by the Promoter. The Allottee(s) shall be entitled to avail and get electric connection from Electric Department only after the aforesaid obligations are complied with and N.O.C. is obtained from Promoter/AOA/RWA by him/her/them. Electric charges for the separate meter installed for common facility like tube well, parking area, outer development staircase, corridors, gates, control room etc. shall be paid by the Allottee(s) in proportion to the area of the Said Apartment/Unit as per demand by the Promoter/AOA/RWA/Maintenance Agency.

15.5. The Allottee understands and agrees that in the event of paucity or non-availability of any material and/or brand the Promoter may use alternative materials/ article and/or equivalent brand, but of similar good quality, natural stones, marbles, tiles susceptible to staining and variations in shade and pattern. The Promoter shall not be held liable in any manner whatsoever for the same.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE:

The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the 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.

However, Allottee(s) understands and agrees that Promoter could develop the land area earmarked for group housing project in different phases and the same shall be treated as separate projects. Further the Allottee(s) accepts that he/she/they shall not raise any objection, obstruction, hindrance, etc. in development/construction of subsequent phase(s) along-with common areas and also shall not claim any compensation/remuneration/demands etc. The Allottee(s) has no objection and hereby gives his/her/their irrevocable consent for the same.

18. 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/Plot/Building] 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

19. APARTMENT OWNERSHIP ACT (of the relevant state).

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the U.P Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Promoter showing compliance of various laws/regulations as applicable in Uttar Pradesh.

20. 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 Sub-Registrar as and when intimated by the Promoter. If the Allottee 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.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the 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.

However the Allottee(s) shall not be entitled to get the name of his assignee(s) substituted in his place without the prior approval of the Promoter, who may, in its sole discretion permit the same. The Allottee(s) assures that the promoter shall not be liable on any account, whatsoever, in respect of any transaction between the Allottee(s) and his assignee(s). The terms and conditions of this Agreement, shall be binding upon the assignee(s) with full force and effect and he/she/they shall be able to make all payments as specified in this Agreement. It is distinctly understood by the Allottee(s) that upon such transfer, the Allottee(s) shall no more be entitled to any privileges and facilities, if any, available in the said Apartment/Unit arising from the provisional allotment of the same. The Allottee(s) can transfer the rights on the booked unit only after obtaining prior written consent of the Promoter and shall be liable to pay Transfer Fee on the unit at the rate of Rs. 30/-Sq.ft (excluding GST) on the Super built-up area of the unit. Further any such request can be made by the Allottee(s) only if the Allottee(s) has/have paid at least 40% of the total price of the Apartment/Unit. The Allottee(s) agrees to pay such transfer fee to the Promoter without any objection.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 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 D 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 Allottees.

24.2 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.

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under or the Applicable Laws, 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.

26. 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 Apartment bears to the total carpet area of all the Apartment and Penthouse in the Project.

27- FURTHER ASSIGNMENT:

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.

28- PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in UP 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 Sub-Registrar at mirzapur. Hence this Agreement shall be deemed to have been executed at Mirzapur

31. 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 specified below:

Name of Allottee : S.Siddiqui(Aadhar No. XXXXXXXXXXXXX) S/o B.Siddiqui at residing Flat No. 204, Block A, Panchsheel Apts, Plot No.-9, Dwarka Sector-10, South West Delhi-110075, (PAN XXXXXX) Occ. Service, Mob. no. XXXXXXXXX

Promoter name : Kunjbehari Lal Realty private Limited

Promoter Address : 0, Pili Kothi, Bus Stand to Kuchehari Road, Mirzapur, Uttar Pradesh-231001

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.

32. JOINT ALLOTTEES:

That in case there are Joint Allottees 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 Allottees.

33. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Apartment, as the case may be, prior to the execution and registration of this Agreement for Sale for such Apartment, plot or building as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the Rules or the Regulations made there under.

34. 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 there under including other Applicable Laws of India for the time being in force.

35. 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, as the case may be, through the Authority or Adjudicating Officer appointed under the Act

36. DISCLOSURE :

That the Allottee has entered into this agreement with full knowledge, physical inspection and understanding of the nature of construction and the construction plan of the promoter, title documents of promoter, sale deeds and arrangements entered into by the promoter with several other persons and subject to all present and future laws, rules, regulation, bye-law applicable to this area, including terms and conditions of the undertaking given by the promoter to concerned authorities and/or the Government of Uttar Pradesh in this regard and to such other regulations as the Promoter may from time to time Promulgate and the Allottee has familiarized himself with all the aforesaid title documents, sale deeds, undertaking, conditions etc.

37. Valuation For Stamp Duty:

That this being an Agreement to Sell without possession and total sale consideration is Rs. **43,61,700/-** on which the stamp duty of Rs. **XXXXXXX/-** is being paid through e-stamp no IN-UP-----U dated -----.

SCHEDULE-A

Arazi no. 147 measuring 2744.79sq.ft & Arazi No. 467 area 13562.52 sq ft & Arazi no. 468/2 area 4036.46sq ft & Arazi no. 469 area 4090.28 Sq.ft & Arazi no. 471 area 7800.60sq ft Total Five Ghata Total area 32234.65 sq ft i.e. 2994.69 sq mtr situated at Mauza Baraundha Andar, Tappa-84, Pargana Kantit, Tehsil Sadar, Dist. Mirzapur, Uttar Pradesh, bounded as below:-

Arazi no. 467 area 1260 square meters

East-

West-

Answer-

South-

Arazi no. 471, area 724.7 square meters

East-

West-

Answer-

South-

Arazi no. 468/2 area 375 square meters

East-

West-

Answer-

South-

Arazi no. 147 & 469, area 635 square meters

East-

West-

Answer-

South-

SCHEDULE -B

Apartment/Flat No. 704, Three BHK. on Seventh floor in having carpet area 80.297 sq. mtr i.e. 864 square feet, Build-up Area 104.646 squter meters (1126 square feet), Super Build-up Area 130.762 squter meters (1407 square feet) with one car parking that all piece and parcel of land bearing Arazi no. 147 measuring 2744.79sq.ft & Arazi No. 467 area 13562.52 sq ft & Arazi no. 468/2 area 4036.46sq ft & Arazi no. 469 area 4090.28 Sq.ft & Arazi no. 471 area 7800.60sq ft Total Five Ghata Total area 32234.65 sq ft i.e. 2994.69 sq mtr situated at Mauza Baraundha Andar, Tappa-84, Pargana Kantit, Tehsil Sadar, Dist. Mirzapur, Uttar Pradesh butted and bounded as below:

East:

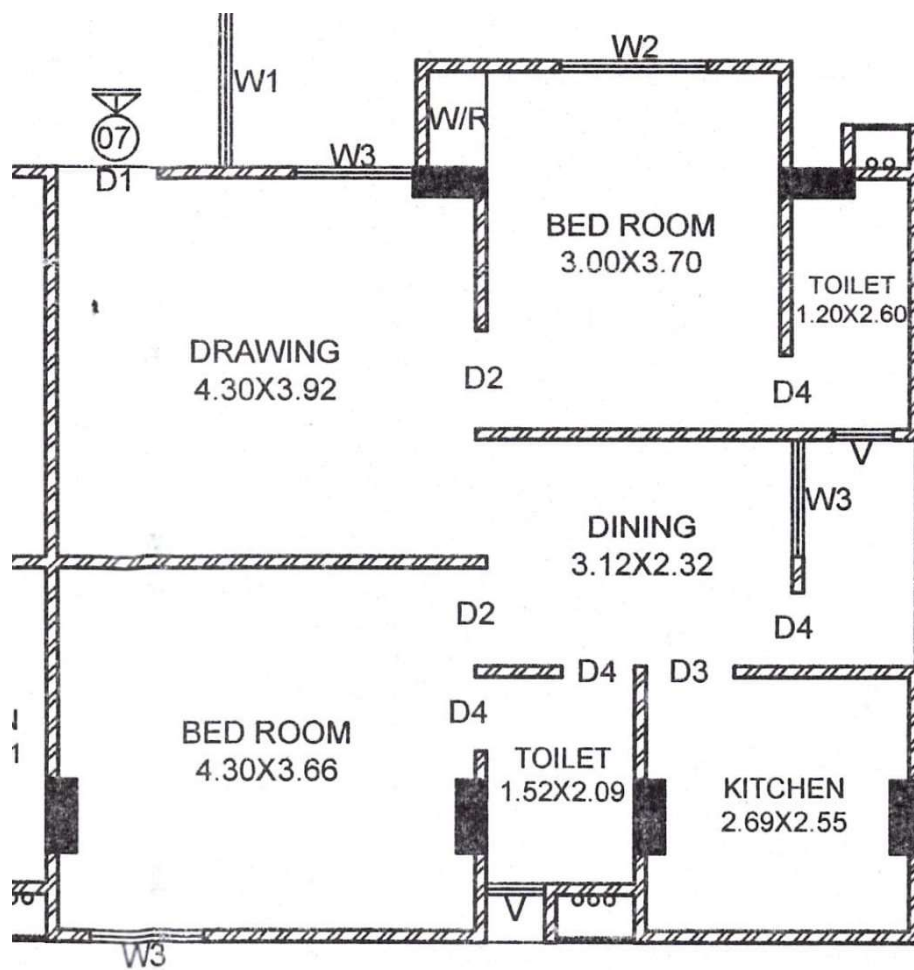
West:

North:

South:

SCHEDULE –C

Floor plan of the Apartment/Flat No. 704



SCHEDULE-D**Construction link payment Schedule:-**

Payment Plan.		Basic Amount	GST	Total Amount (Rs.)
At Booking	10% of Agreement value +GST	436170	4362	440532
Within 30 Days of Booking / Agreement	10% of Agreement value +GST	436170	4362	440532
On Completion of Basement Slab	7.5% of Agreement value +GST	436170	4362	440532
On Completion of Stilt Floor Slab	7.5% of Agreement value +GST	436170	4362	440532
On Casting of 3rd Floor Slab	7.5% of Agreement value +GST	436170	4362	440532
On Casting of 6th Floor Slab	7.5% of Agreement value +GST	436170	4362	440532
On Casting of 9th Floor Slab	7.5% of Agreement value +GST	218085	2181	220266
On Casting of 11th Floor (Top) Slab	7.5% of Agreement value +GST	218085	2181	220266
On Completion of Brickwork	10% of Agreement value +GST	218085	2181	220266
On Completion of Internal Plaster	7.5% of Agreement value +GST	218085	2181	220266
On Completion of Flooring	7.5% of Agreement value +GST	218085	2181	220266
On Offer of Possession	10% of Agreement value +GST +IFMS+Possession Charges	218085	2181	220266
Total		4361700	43620	4405320

SCHEDULE -E**SPECIFICATION-**

1. Entrance Gate
2. Kids Play Area
3. Power backup
4. Parking/Ground/Stilt/Open
5. Yoga & meditation park

OTHER AMENITIES**Rera approved****Earthquake resistant RCC framed structure****Adequate ventilation for natural light & breeze****Aesthetic elevation****Automatic lift with ARD system**

WALL FINISH

Living and dining-primer putti base

Bedroom-primer over putty base

External façade- weather coat /equivalent paint for aesthetic elevation

Kitchen-granite platform & designer ceramic tiles 2'-0" ht. above granite platform and primer over putty base

Toilets-designer ceramic tiles 7' and primer over putty base

Corridor -primer over putty base

CEILING

Living and dining & bedroom	POP cornice / putty with primer
Kitchen, toilet & balcony	Primer over putty base
Corridor	primer over putty base

FLOORING

Living & dining	Verified tiles (600x600)
Master bedroom	Verified tiles (600x600)
Other bedrooms	Verified tiles (600x600)
Kitchen & corridor	Anti skid ceramic tiles
Stairs	Selected granite / marble / stone/tiles
Parking & drive way	paved/concrete
Lift lobby	selected granite / tiles

CP FITING/SANITARY WARE

Kitchen	Jaquar/parryware/cera/equivalent with stainless steel sink
Toilets	Jaquar/parryware/cera/equivalent
Toilets	onventional fitting in all the toilets
Toilets sanitary	Jaquar/parryware/cera/equivalents
Utility balcony	Washing machine point

DOORS AND WINDOWS

Main door	Hardwood frame with one side laminated flush door
Door frames	Hardwood frame
Other doors	Plush door
Window	Hardwood frame with grill & glass

ELECTRICAL

Three phase supply with concealed copper wiring and modular switches (legrand/havels/indo simon)

Drawing/dining/bedroom-Ac point with wiring

Kitchen-Multiple power points for home appliances & geyser

Toilets-geyser point

Utility balcony -Power point for washing machine

Lift-Automatic passenger lift with ARD system

RAILINGS

Balcony / stairs

MS Railings with MS handrail / steel railings

SCHEDULE-G
COMMON AREAS AND FACILITIES

That all the foundations ,main walls, columns, girders, beams, supports, staircases, roof over the top of the building, common passage ,landings, lobbies on each floor, open area around the building within the periphery of the “ **Shri Radhey Krishna Tower,**” electrical installations of common area and electrical network through-out the building ,guard and watchman room, servants’ lavatory at ground level drive ways, drainage ,septic tanks, water tanks ,all the pipes ,generator for power back –up for common area & facilities ,generator room ,fire fighting systems and equipments, outer lights of the complex ,the elevators ,elevator shafts elevator equipments, water tank/ s located at the roof of the building and beneath the basement ,pumps ,plumbing networks, motors, cables ,pipe line rain water harvesting system, common security equipments and in general all apparatus installations and areas for common use, shall be the common areas and common facilities in the complex.

SCHEDULE –H
PAYMENT MODE

RTGS No.	DATE	BANK	AMOUNT
407809228221	18-03-2024		1,00,000/-
408111993058	21-03-2024	Kotak	4,50,000/-
KKBKH24079760894	19-03-2024	Mahindra	4,50,000/-
Total			10,00,000/-

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Mirzapur in the presence of attesting witness, signing as such on the day first above written.

WITNESSES:

1. Name
S/o
R/o
Occupation:
Mobile No.

Signature:

2. Name :
S/o
R/o
Occupation:
Mobile No.

Signature:

Drafted By _____ Advocate

Typed By. XXXXXXXXXXXXXXXXXXXX Collectrate Mirzapur.