

RERA : UPRERAPRJ10020

AGREEMENT TO SALE

This FLAT BUYERS AGREEMENT TO SALE ("Agreement") is made at Day on this March

AMONGST

NAGAR NIGAM ALIGARH, ALIGARH a government body registered under the Ministry of Urban Development Government of Uttar Pradesh, UP having its address Sewa Bhawan, University Road, Aligarh, Uttar Pradesh, represented by its _____
Shri _____ S/o Shri _____
R/o _____ authorized to sign and execute the sale agreements by resolution dated _____, hereinafter referred to as the NNA (which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include the authority / signatory for the time being of the said Nigam and future authorized signatories and officers) of the FIRST PART;

AND

KUSHAGR INFRA DEVELOPERS PRIVATE LIMITED, a company registered under the Companies Act, 1961 having registration No. U93020UP2005PTC030937 having its office at 38-4B/1-F, Friends Center, Sanjay Place, Agra 282002, the Lead member of consortium / SPV, awarded and selected bidder for the development and construction of this housing / flats on the said land represented by its authorized signatory Shri Anurag Agarwal S/o Shri Sushil Kumar Agarwal R/o 34, Siddarth Enclave, Mau Road, Khandari, Agra 282005, authorized to sign and execute the sale agreements by resolution dated 12.10.2015 passed by the board of directors hereinafter referred to as the KIPL (which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include the Developer and their successors and/or successors-in-office) of the SECOND PART;

And

Smt _____ W/o Shri _____ aged about _____ years, residing at 19/37, Krishna Pur, Agra Road, Aligarh Jointly with Shri Paras Kumar Jain S/o Shri _____,

aged about _____ years, residing at 19/37, Krishna Pur, Agra Road, Aligarh hereinafter referred to as PURCHASER which expression shall unless excluded by or repugnant to the context mean and include his heirs, legal representatives, successors in interest, executors, administrators and assigns of the THIRD PART;

LAND OWNER & DEVELOPER'S REPRESENTATION

WHEREAS NNA is a government body registered under the Ministry of Urban Development Government of Uttar Pradesh, UP having its address at address Sewa Bhawan, University Road, Aligarh, Uttar Pradesh. NNA has conceptualized the development of a SKY TOWER having residential apartments on its land for the local residents who can live in close proximity to the city;

WHEREAS NNA is the absolute owner and in lawful possession with clear and marketable titles of the land being part of Khasra No. 2328, 2329 & 2342 situated at Mauja Kasba Kol 1, Pargana Kol, Tehsil Kol, District Aligarh, Uttar Pradesh hereinafter referred to as the "**SCHEDULE A PROPERTY**";

WHEREAS KIPL is the absolute owner and in lawful possession of a pieces of land admeasuring 514 square yards being part of Khasra No. 2328 situated at Mauja Kasba Kol 1, Pargana Kol, Tehsil Kol, District Aligarh, Uttar Pradesh hereinafter referred to as the "**SCHEDULE A PROPERTY**";

WHEREAS NNA, is willing to develop the said piece of land and wish to build housing in a form of multistory building on the said land.

WHEREAS NNA does not have the sufficient funds, expertise, man power and resources to develop, handle or building of flats on the Schedule Property and is not interested to do real estate development, it has entered into an agreement with KIPL under PPP mode through a process calling of RFQ and Tender to participate for the qualification and bidding for developing the said housing complex and subsequently wide letter of appointment dated 01.08.2014 and formal Concession Agreement dated 08.09.2014 signed between Nagar Nigam Aligarh and Kushagr Infra Developers (P) Limited, SPV to undertake the development and develop the Schedule Property and carry on constructions thereon, market and sell the Flats in terms of the objectives mentioned above subject however that NNA shall be entitled to receive a part of the consideration directly from the buyers as specified in the arrangement between NNA and KIPL in a Escrow account and as set out in the letter of appointment and this Concession Agreement;

WHEREAS NNA has applied for the necessary permissions and obtained the same from the concerned authorities with regard to the construction of flats/housing on the Schedule Property;

AND WHEREAS, NNA / KIPL have specifically made it clear that the plan for construction and building plans of the group housing flats and other related spaces have been approved by the concerned authorities, the specifications of which are more clearly set out in **Annexure 3**;

ALLOTTEES'S / PURCHASER REPRESENTATIONS

WHEREAS the Allottee has seen and gone through the contents of Allotment letter no 003 Dated 21.10.2015 and is fully satisfied that the developer is Authorized and legally and sufficiently entitled to register applications for allotment of apartments in the said complex.

AND WHEREAS, the PURCHASER acknowledges that the NNA/KIPL has provided all the information and clarifications as required by the PURCHASER and that the PURCHASER is fully satisfied with the same and the PURCHASER has relied on his own judgment and investigation in deciding to purchase the Said flat and has not relied upon and/or is not influenced by any sales plans, brochures, architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by any selling agents/sales, organizers/brokers or otherwise;

AND WHEREAS, the PURCHASER hereby confirms to the NNA/KIPL that the PURCHASER is signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Said Flat development and the terms and conditions contained in this Agreement and the PURCHASER has clearly understood all charges, taxes and its rights, duties, responsibilities, obligations under each and all of the clauses of this Agreement;

WHEREAS NNA / KIPL, in accordance with the terms of sanction has agreed to provide Common Roads, Passages, Pathways, necessary facilities like electricity, drainage, water connections and other common facilities. PURCHASERS of Flats on the Said land are entitled to enjoy all the said common facilities on the Said land.

WHEREAS, KIPL relying on the confirmations, representations and assurances of the PURCHASER to faithfully abide by all the terms, conditions and stipulations contained in this Agreement has

accepted in good faith the Booking Form to allot the Said Flat and is now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. Definitions:

In this Agreement, unless repugnant or contrary to the context hereof, the following terms, when capitalized, shall have the meanings assigned herein when used in this Agreement. When not capitalized, such words shall be attributed their ordinary meaning:

- a. **"Agreement"** means this Flat Agreement, including all annexures, recitals, schedules and terms and conditions for the allotment of the Flat;
- b. **"Purchaser/Buyer"** means the person who is entering into this Agreement with KIPL and NNA and for the Said Flat allotted to the Purchaser and who has signed and executed the Agreement.
- c. **"Booking Form"** means the Booking Form submitted by the PURCHASER including all annexures, schedules, terms and conditions for allotment of the Said Flat in the said Complex.
- d. **"Built-up Area"** shall have the meaning as ascribed to it in **Annexure 2** of this Agreement.
- e. **"NNA"**, means NAGAR NIGAM Aligarh, a body governed under the Ministry of Urban Development, the absolute owner of the land and awarded the contract to KIPL for the development of residential housing complex through a RFQ/TENDER process on the said land.
- f. **"KIPL"** means Kushagr Infra Developers (P) Limited, having its registered office at 38-4B/1-F, Friends Center, Sanjay Place, Agra 282002, a lead member of consortium/SPV, awarded and selected bidder for the development and construction of this housing / flats on the said land and includes its affiliates, subsidiary/ies, associate/s.
- g. **"Common Areas and Facilities"** means such common areas and facilities within the Said Complex earmarked for common use of all the Flat Purchasers, as listed in **Annexure 2** of this Agreement.
- h. **"Conveyance Deed"** means the deed of conveyance which shall convey title of the Said Flat in favor of the PURCHASER in accordance with this Agreement.
- i. **"Force Majeure"** means any event or combination of events or circumstances beyond the control of KIPL which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects KIPL's ability to perform obligations under this Agreement, which shall include but not be limited to:
 - i. acts of God. i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
 - ii. explosions or accidents, air crashes and shipwrecks, acts of terrorism;
 - iii. strikes or lock outs, industrial dispute;
 - iv. non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
 - v. war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
 - vi. the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement;
 - vii. any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority/ies refuses, delays, withholds, denies the grant of necessary approvals for the Said Complex

or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority/ies become subject matter of any suit / writ before a competent court or; for any reason whatsoever; or any event or circumstances analogous to the foregoing.

- viii. or any event or circumstances analogous to the foregoing.
- j. **"Maintenance Agency"** means KIPL, its nominee/s or association of Flat Purchasers or such other agency/body/ Company/ association of the PURCHASER'S of the Flats to whom KIPL may handover the maintenance and who shall be responsible for carrying out the maintenance of the Said Complex.
- k. **"Maintenance Agreement"** means the tripartite agreement to be executed by the PURCHASER, KIPL and the Maintenance Agency/its nominee(s)/association of purchases of Flats or any other agency body.
- l. **"Maintenance Charges"** shall mean the charges payable by PURCHASER to the Maintenance Agency for the maintenance services of the Said Complex, including common areas and facilities but does not include; (a) the charges for actual consumption of utilities in the Said Flat including but not limited to electricity, water, which shall be charged based on actual consumption on monthly basis and (b) any statutory payments, taxes, with regard to the Said Flat /Said Complex. The details of Maintenance Charges shall be more elaborately described in the Maintenance Agreement.
- m. **"Said Complex"** means the group Flat housing complex known as "SKY TOWER" located at Aligarh to be developed on the Schedule Property as a part of the Said Project, which comprises of residential Flat buildings meant for purchase by people in Aligarh or other cities.
- n. **"Said Project"** means the project under the name and style of "SKY TOWER", which comprises of Flats, and its related facilities, to be developed /constructed as per the layout plans/development plan/building plans approved by the competent authority/ies or such approved revised plans.
- o. **"Said Flat"** means the specific Flat booked by PURCHASER, details of which have been set out in clause 3 of this Agreement, and described in **Schedule A** Property.
- p. **"Taxes and Cess"** means any and all kind of taxes and cess including but not limited to Value Added Tax, State Sales Tax, Central Sales Tax, Service Tax, one time Building Tax, luxury tax, Building and Other Construction Workers Welfare Fund, education cess and any other taxes and cess by whatever name called paid or payable by KIPL and/or its contractors (including sub-contractors), suppliers, consultants, in connection with the development/construction of the Said Flat/Said Complex.
- q. **"Total Price"** means the amount amongst others, payable for the Said Flat which includes basic sale price, but does not include other amounts, charges, security amount etc., which are payable in accordance with the terms of the Booking Form / this Agreement, including but not limited to -
 - i. Maintenance Charges, property tax, municipal tax on the Said Flat.
 - ii. Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and conveyance deed which shall be paid at actual etc.
 - iii. Service Tax, VAT and Cess.
 - iv. The cost for electric and water meter as well as charges for water and electricity connection and consumption.
 - v. Any other charges like extra parking charges that may be payable by the PURCHASER as per the other terms of the Agreement and such other charges as may be demanded by KIPL, which amounts shall be payable by PURCHASER.

2. Details of the Said Flat and Price payable:

In accordance with and subject to the terms and conditions set out in this Agreement, NNA / KIPL agrees to sell to the PURCHASER, and the PURCHASER hereby agrees to purchase the Said Flat which is built on the **Schedule A** Property in the Said Complex as per details mentioned below;

FORM NO	DATE	ALLOTMENT NO-	DATE
TOWER -	PLC	FLOOR -	FLAT NO
TOTAL AREA: SQUARE FEET	CARPET AREA: SQUARE METERS		FLAT TYPE- BHK
Basic Sale Price: Rs.Per Sqare Feet including PLC (Service Tax & VAT Extra)			
PARTICULARS	RATE (PER SQ. FT.)	AREA (SQ. FT.)	AMOUNT (Rs)
LAND ACCOUNT			
CONSTRUCTION COST*			
TOTAL PRICE PAYABLE**			
Total Price (In Words) Rupees			
Note 1- * Construction Cost is including cost of construction of Apartment, One Car Parking Charges per flat, PLC and Club membership Fees. TDS As applicable should be deducted by buyer.			
Note 2- * Service Tax Extra, VAT/GST extra payable along with each payment at applicable rates.			
IMFS @25 per sq. ft. on super area payable to Maintenance Society at the time of "Offer for Possession".			
Dual Meter Charges, Electrical Connection Charges, Electrical security deposit & power backup charges extra (payable on actual basis at the time of Offer for Possession)			
Delayed Payments will be charged along with interest @18% PA.			

- That the Allottee(s) shall be provided with (01) ONE no. of car parking space for the exclusive use in the said complex in the total price paid for flat to the developer. Any additional car parking space shall be charged extra by the Developer at the then prevailing rate which will be offered subject to availability. Further the parking space so allotted shall stand automatically transferred along with the transfer of the Apartment.
- That the allottee has already paid a sum of Rs. (Rs.) as a part of booking & allotment amount to the developer, the receipt whereof the developer hereby admits and acknowledges. Service Tax & VAT is payable of this booking & allotment amount which will be demanded by the developer up on raising an invoice to buyer.
- That The Allottee/PURCHASER acknowledges and understands that the Total Price of the Said Flat is calculated on the basis of its Built-up Super Area which is tentative. The final Built-up Super Area of the Said Flat may increase or decrease due to increase on account of fire safety measures undertaken or increase in all types of securities. Any such change in the Built-up Area shall be communicated to the PURCHASER during or after the construction of the Said Complex is complete and the occupation certificate in respect of the same has been granted by the Governmental Authority/ies. The Purchaser agrees and undertakes to pay for increase, if any, in the Built-up Area of the Said Flat on demand by KIPL. If there shall be a reduction in the Built-up Area, then the refundable amount due to the PURCHASER shall be adjusted in the next installment by KIPL as set forth in the schedule of payments plan **Annexure 1**.

6. That the consideration for the said apartment shall be calculated on the basis of its super area. The Term "SUPER AREA" shall mean and include the apartment area, verandah and balcony, inclusive of the area under periphery walls, area under the columns and walls, area utilized for services viz. area under staircases, circulation area, walls, lifts, shafts, passages, corridors, lobbies and refuge areas. The super area is subject to change till the completion of the construction. The total consideration shall be recalculated on finalization of the super area. The Allottee shall have to pay or be entitled to the refund on the basis of increase or decrease in the super area.
7. That the PURCHASER shall make the payment of the Total Price as per the construction linked payment plan opted by the PURCHASER as set out in **Annexure 1** to this Agreement along with Service Taxes & VAT and onetime IMFS charges & other actual cost as defined in Item no 3 as mentioned in this Agreement which shall be payable by the PURCHASER as and when demanded by KIPL. In the event the PURCHASER fails to pay as per the payment plan, and such other charges within the period mentioned in the demand letter, then the PURCHASER authorizes KIPL to cancel the allotment and on such cancellation, the PURCHASER consents and authorizes KIPL to forfeit the Earnest Money, along with all Non- Refundable Amounts and thereafter KIPL shall refund the balance amount to the PURCHASER without any interest, only upon realization of the money from re-sale/re-allotment of the Said Flat.
8. That save and except in respect of the Apartment to be allotted to the allottee(s), they shall have no claim, right title or interest of any nature or kind whatsoever except right of ingress/egress over or in respect of Complex, open spaces, common area and all or any of the same until those are taken over by the Apartment Owner's Association. The roof top rights of the complex shall always be and deemed to be with the developer and the allottee shall not claim any right, title or interest over any part of it.
9. That the possession of the common areas of the complex shall remain with the developer who shall through the Maintenance Agency appointed by it, supervise the maintenance and upkeep of the same until those are taken over by the Apartment Owner's Association formed under the Apartment Ownership Act or under any other law for the time being in force.
10. That at present the fire safety measures in the complex and the apartment have been provided as per existing Fire Safety Norms. If however due to any subsequent central or local legislation government orders it becomes obligatory on the developer to undertake additional fire safety measures, it is consented but the allottee(s) that he shall be liable to pay proportionate additional charges in respect thereof.
11. That the complex as well as the apartment shall be as per specifications annexed hereto as **Annexure 3** and the developer may effect any changes in such specifications, if required as per instructions of the NNA consultants cum project architect whose decision will be final and binding on all.
12. The PURCHASER agrees and understands that in addition to the Total Price, the PURCHASER shall be liable to pay all Taxes and Cess or any other statutory government taxes or levies, which shall be charged and paid as follows:

- a. A sum equivalent to the proportionate share of all applicable Taxes and Cess shall be paid by the PURCHASER to KIPL. The proportionate share shall be the ratio of the Built-up Super Area of the Said Flat to the total Built-up super area of all the Flat buildings and other buildings to be constructed in the Said Complex.
 - b. KIPL shall periodically intimate the PURCHASER the amount payable as stated above, which shall be final and binding on the PURCHASER and the PURCHASER shall make payment of such amount within fifteen (15) days of such intimation.
13. The PURCHASER agrees to pay as and when demanded by KIPL all stamp duty, registration charges and all other incidental and legal expenses for execution and registration of this Agreement and the Conveyance Deed of the Said Flat within the stipulated period as mentioned in the demand notices. Upon receipt of the Total Price, other dues and charges and expenses as may be payable or demanded from the PURCHASER in respect of the Said Flat, NNA/KIPL shall execute the Conveyance Deed of the Said Flat in favour of the PURCHASER. In case the PURCHASER fails to deposit the stamp duty, registration charges and all other incidental and legal expenses so demanded within the period mentioned in the demand letter, NNA/KIPL shall have the right to cancel the allotment and forfeit the Earnest Money and all Non Refundable Amounts, etc. and refund the balance amount to the PURCHASER without any interest upon realization of money from resale / re-allotment to any other party.
14. The PURCHASER agrees and understands that the Total Price mentioned in this Agreement is inclusive of cost of providing electric wiring and switches in each Flat and any other such safety measures as required. If, however, due to any subsequent legislation / Government order or directives or guidelines or if deemed necessary by KIPL or any of its nominees, additional fire safety measures are undertaken, then the PURCHASER agrees to pay the additional expenditure incurred thereon on a pro rata basis along with other PURCHASERS as determined by KIPL in its absolute discretion.
15. Subject to the terms and conditions of this Agreement and upon execution of Conveyance Deed, the PURCHASER shall have the following rights with regard to the Said Flat;
 - a. Ownership of the Said Flat described in Schedule B.
 - b. Exclusive right to use the common areas as earmarked in map annexed as **Annexure 2**.
16. The PURCHASER acknowledges and confirms that the PURCHASER has not paid any amount towards any other lands, areas, facilities and amenities including but not limited to those listed below, and as such, the PURCHASER shall have no right or interest of any nature whatsoever in the same and the same are specifically excluded from the scope of this Agreement.

The PURCHASER acknowledges that the ownership of such land, areas, facilities and amenities shall vest solely with NNA/KIPL and/or its associate companies, its subsidiaries and they alone shall have sole right and absolute authority to deal with the same including their usage and manner/ method of use, disposal etc., creation of rights in favor of any other Person by way of sale, transfer, lease, joint venture, collaboration or any other mode including transfer to government, semi-government, any other Person.

- a. All lands (except the general commonly used areas and facilities within the Said Complex earmarked for common use in **Annexure 2** of the Agreement), or any other facility or amenity as may be provided by NNA / KIPL at its sole discretion or as provided in accordance with the directions of any Governmental Authority/ies including any facilities, amenities etc. in the Said Complex, are specifically excluded

from the scope of this Agreement and the PURCHASER shall not have any right of any nature whatsoever in such lands, areas, facilities and amenities within the Said Complex/ Schedule Property.

- b. All land(s) [other than usage of land(s) earmarked by NNA / KIPL in the lay out plan as may be approved from time to time or otherwise as public roads, public streets for exiting only for use by general public] falling outside the periphery/boundary of the Schedule Property are clearly outside the scope of this Agreement and the PURCHASER shall have no right of any nature whatsoever in such lands.
- c. Any additional construction on the Schedule Property and/or additional buildings in and around the Schedule Property, which KIPL may construct in order to utilize the additional FAR, if any, to the Said Complex.

17. The PURCHASER acknowledges that KIPL, may at its sole discretion make the Said Complex a part of any other adjacent project that has already come into existence or may be constructed in future at any time or keep it separate as an independent estate and the PURCHASER shall not have any right to raise any objection in this regard. In the event of any such formation, the undivided interest in the Common Areas and Facilities may vary and the PURCHASER agrees to be bound by such change as may be specified by KIPL in the Declaration. The decision of KIPL in this respect shall be final and binding upon the PURCHASER. The PURCHASER agrees and confirms that KIPL may give access/connectivity to any building(s) or project(s) that may come into existence now or in future in the services provided by KIPL in the Said Complex and/or give access within the Said Complex and may file/amend the Declaration, if already filed, accordingly.

18. That in case of the Allottee wants to avail of a loan facility from his employer or financing bodies/bank to facilitate the purchase of the Apartment applied for, the developer shall facilitate the process subject to the following

- a. The terms of the Financing Agency/Bank shall exclusively be binding and applicable upon the Allottee only
- b. The responsibility of getting a loan sanction and disbursed as per developer's payment schedule will rest exclusively on the Allottee. In the event of the loan not being sanctioned or disbursement getting delayed, the payment of the developer as per schedule shall be ensured by the Allottee, falling which the allotment shall be governed by the provisions contained in clause (i) above.
- c. In case of default in the repayment of dues of the financing agency/bank by allottee, the allottee authorize the developer to cancel the unit and repay the amount received till that date after deduction of earnest money directly to financing agency/bank on receipt of such request from financing agency/bank without any reference to allottee.

19. Payment for Taxes and Cess by Purchaser:

The PURCHASER agrees and undertakes to pay all Government rates, tax on land, municipal tax, property taxes, wealth tax, service tax, Taxes and Cess, Building and Other Construction Workers' Cess, Worker's welfare Cess, fees or levies of all and any kind by whatever name called, whether levied or livable now or in future by the Government, municipal authority or any other Governmental Authority on the Said Complex / Said Flat or land appurtenant thereto as the case may be, as assessable or applicable from the date of the allotment. If the Said Flat is assessed separately, the PURCHASER shall pay directly to the Governmental Authority and if the Said Flat is not assessed separately then the same shall be paid on pro-rata basis to KIPL and the determination of proportionate share by KIPL and the demand thereof shall be final and binding on the PURCHASER.

20. **Earnest Money**

The PURCHASER agrees and confirms that out of the total amount(s) paid/payable by the PURCHASER for the Said Flat, the booking amount of Rs.shall be treated as Earnest Money to ensure fulfillment of the terms and conditions as contained in the Application and this Agreement. In the event, the PURCHASER fails to perform any obligations or commit breach of any of the terms and conditions, mentioned in the Booking Form and even the withdrawal of the Application and/or this Agreement, including but not limited to the occurrence of any event of default as stated in this Agreement and the failure of the PURCHASER to sign and return this Agreement in original to KIPL within 30 days of dispatch, the PURCHASER agrees, consents and authorizes KIPL to cancel the allotment and on such cancellation, the PURCHASER authorizes KIPL to forfeit the Earnest Money along with all Non Refundable Amounts. Thereafter the PURCHASER shall be left with no right, interest and lien on the Said Flat/ Said Complex. This is in addition to any other remedy/right, which KIPL may have. If the amount paid by the PURCHASER is less than the forfeitable amount, then the PURCHASER undertakes to make good the short fall of the forfeitable amounts.

21. **Mode of Payment**

That the Allottee shall make all the payments through A/c payee's cheque/draft/rtgs in favor of M/s. Kushagr Infra Developers (P) Limited – ESCROW A/c payable at Agra only. The PURCHASER shall make all payments within the stipulated time as mentioned in the schedule of payments annexed to this Agreement and other charges and amounts, as may be demanded by KIPL from time to time, without any reminders from KIPL, through A/c payee cheque(s)/ demand draft(s) / RTGS in favor of KIPL as per **Annexure 1** below.

22. **Time is the essence**

The PURCHASER agrees that time is of the essence with respect to payment of Total Price and other charges, deposits and amounts payable by the PURCHASER as per this Agreement and/or as demanded by KIPL from time to time and also to perform/observe all the other obligations of the PURCHASER under this Agreement. KIPL is not under any obligation to send any reminders for the payments to be made by the PURCHASER as per the schedule of payments and for the payments to be made as per demand by KIPL or other obligations to be performed by the PURCHASERS.

23. **Failure/Delay in Payment**

That in the event Allottee(s) fails to pay any installment(s) within time as prescribed in schedule given an interest @18% per annum shall be charged till 90 days, the Developer shall have right to cancel the allotment and forfeit the earnest money (Rs 2 Lacs) or 50% of the amount paid by the allottee(s) whichever is lower paid by the allottee(s) and the Allottee(s) shall be left with no right or lien on the said apartment and the developer shall be free to sell /deal with the same in any manner it deemed fit. The Developer will refund the remaining money to the Allottee(s) without any interest, only upon realization of the money from re-sale/re-allotment of the Said Flat.

24. **Construction of the Said Flat/Said Complex**

The PURCHASER has seen and accepted the schedule of payments, (as given in **Annexure 1**) tentative typical Flat plans (as given in **Annexure 2**), layout plans (as given in **Annexure 2**). KIPL may in its sole discretion or as may be directed by any Governmental Authority (ies) or due to Force Majeure conditions carry out, such additions, alterations, deletions and/ or modifications in the Flat plans, building plans, specifications, etc., including but not limited to change in the position, number, area and/ or change in the

dimension of the Said Flat at any time thereafter till the grant of occupation certificate. The issuance of the occupation certificate shall be the conclusive evidence that the construction of the Said Complex/ Said Flat is fully complete in accordance with the building plans, Flat plans and specifications as annexed to this Agreement or any modifications thereof.

25. Alteration/modification

In case of any alteration/modifications resulting in +/-10% change in the Built-up Area of the Said Flat any time prior to and upon the grant of occupation certificate, KIPL shall intimate in writing to the PURCHASER, the changes thereof and the resultant change, if any, in the Total Price of the Said Flat to be paid by the PURCHASER and the PURCHASER agrees to deliver to KIPL, written consent or objections to the changes within thirty (30) days from the date of dispatch by KIPL. In case the PURCHASER does not send his written consent, the PURCHASER shall be deemed to have given unconditional consent to all such alterations/modifications and for payments, if any, to be made in consequence thereof. If the PURCHASER objects in writing indicating his non consent/ objections to such alterations/modifications, then in such case alone, KIPL may at its sole discretion decide to cancel this Agreement without further notice and refund the entire money received from the PURCHASER with simple interest @ 6% per annum within ninety (90) days from the date of intimation received by KIPL from the PURCHASER. Upon the decision of KIPL to cancel the allotment of the Said Flat, KIPL shall be discharged from all its obligations and liabilities under this Agreement and the PURCHASER shall have no right, interest or claim of any nature whatsoever on the Said Flat.

26. Schedule for possession of the Said Flat

KIPL based on its present plans and estimates and subject to all just exceptions, endeavors to complete construction of the Said Complex/Said Flat within a period of 36 months from the date of payment of allotment money unless there shall be delay or failure due to Force Majeure conditions including but not limited to reasons mentioned in clause 21 and 22 (b) or due to failure of the PURCHASER to pay in time the Total Price and other charges and dues/payments mentioned in this Agreement or any failure on the part of the PURCHASER to abide by all or any of the terms and conditions of this Agreement.

27. Delay due to reasons beyond the control of KIPL

IF possession is delayed by KIPL the delay penalty clauses will be applicable as defined in the concession agreement and in accordance to all terms & conditions including force measure of the concession agreement. If the possession of the Said Flat is delayed due to Force Majeure conditions, then KIPL shall be entitled to extension of time for delivery of possession of the Said Flat. KIPL during the continuance of the Force Majeure conditions, reserves the right to alter or vary the terms and conditions of this Agreement or if the circumstances so warrant, KIPL may also suspend the development of the project for such period as is considered expedient, the PURCHASER agrees and consents that the PURCHASER shall have no right to raise any claim, compensation of any nature whatsoever for or with regard to such suspension. The PURCHASER agrees and understands that if the Force Majeure condition continues for a long period, then KIPL alone, in its own judgment and discretion, may terminate this Agreement and in such case the only liability of KIPL shall be to refund the amounts without any interest or compensation whatsoever. The PURCHASER agrees that the PURCHASER shall have no right or claim of any nature whatsoever and KIPL shall be released and discharged of all its obligations and liabilities under this Agreement.

28. Procedure for taking possession

KIPL shall, upon obtaining certificate for occupation and use from the Governmental Authority, offer in writing possession of the Flats to PURCHASER in terms of this Agreement, to be taken within 30 days from the date of issue of such notice. Kipl shall give possession of the Flat to PURCHASER provided PURCHASER has complied with all payments, provisions, formalities, documentation, etc., as may be prescribed by Kipl in this regard. PURCHASER shall be liable to pay the Maintenance Charges from the date of grant of the occupation certificate granted by the concerned authorities irrespective of the date on which PURCHASER takes possession of the Flat.

29. Failure of the Purchaser to take possession

Upon receiving a written intimation from Kipl in terms of clause 26 above, PURCHASER shall within the time stipulated by Kipl, take possession of the Flat by executing necessary indemnities, undertakings, Maintenance Agreement and such other documentation Kipl may prescribe and by making all the payments of all charges/dues as specified in this Agreement. Kipl shall, after satisfactory execution of such documents, give possession of the Flat to the PURCHASER, provided PURCHASER is not in breach of any other term of this Agreement. If PURCHASER fails to take the possession of the Flat as aforesaid within the time limit prescribed by Kipl in its notice, then the Flat shall be at the risk and cost of PURCHASER and Kipl shall have no liability or concern thereof. Further it is agreed by PURCHASER that in the event of PURCHASER failure to take possession of the Flat in the manner as aforesaid, Kipl shall have the option to cancel this Agreement and avail the remedies as are available in Law.

30. Abandonment

PURCHASER agrees and confirms that if for any reasons Kipl is not able to allot the Flat within a period of 5 years from the date of Booking form, then the project shall be deemed to be abandoned and PURCHASER agrees and authorizes Kipl to refund the entire amount paid by PURCHASER along with simple interest @ 6% (six percent) per annum, calculated from the date of realization of such amounts by Kipl. Kipl shall refund the entire amount received and interest as stated above with the specific understanding and condition that after such cancellation and dispatch by Kipl of such amounts, PURCHASER shall have no right, interest, claim and lien of any nature whatsoever on the Flat and the Booking form/Agreement shall be treated as null and void. PURCHASER has fully understood the same and thereafter agreed and authorizes Kipl to refund the amount.

31. Conveyance of the Said Flat

1. NNA/KIPL shall execute a Conveyance Deed to convey the title of the Said Flat in favor of the Purchaser, provided the Purchaser has paid the Total Price and other charges in accordance with this Agreement and the Purchaser is not in breach of all or any of the terms of this Agreement.
2. It is agreed between the parties that the PURCHASER shall bear the conveyance charges like registration and other relevant charges like fees etc. of the Said Flat in their favor.

32. Compliance of laws, notifications etc. by Purchaser

The PURCHASER is entering into this Agreement for the allotment of the Said Flat with the full knowledge of all laws, rules, regulations, notifications applicable to the Said Complex. The Purchaser hereby undertakes to comply with and carry out, from time to time after taking possession of the Said Flat, all the requirements, requisitions, demands and repairs which are required by any development authority /municipal authority / Government or any other Governmental Authority in respect of the Said Flat at his own cost and keep NNA/KIPL indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.

32. MISCELLANEOUS

(a) Entire agreement

The Purchaser agrees that this Agreement including the preamble along with its annexure and the terms and conditions contained in the Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, correspondences, arrangements whether written or oral, if any, between the parties hereto. Any changes or additional provisions must be set forth in writing in a separate agreement duly signed by and between the parties.

(b) Right to amend terms and conditions

The Purchaser agrees and understands that the terms and conditions of the Agreement may be modified / amended by KIPL in accordance with any directions/order of any court of law, Governmental Authority, in compliance with applicable law and such amendment shall be binding on the Purchaser.

(c) Right to amend annexure

The Purchaser further agrees that the Maintenance Agreement is to acquaint the Purchaser with the terms and conditions as may be stipulated as and when it is finally executed at the appropriate time to be notified by KIPL. The Purchaser consents to the terms and conditions contained in the draft which shall substantially be the same in the final document to be executed at the appropriate time to be notified by KIPL. The Purchaser further understands that KIPL shall have the right to impose additional terms and conditions or to modify/amend/change the terms and conditions as stated in this draft, in the final document to be executed at the appropriate time. KIPL further reserves the right to correct, modify, amend or change all the annexures attached to this Agreement and also annexures which are indicated to be tentative at any time prior to the execution of the Conveyance Deed of the Said Flat.

(d) Agreement specific only to the Said Flat/Said Complex

The Purchaser agrees that the provisions of this Agreement and Maintenance Agreement entered into subsequently, and those contained in other annexures are specific and applicable to Flats offered for sale in the Said Complex and these provisions cannot be read in evidence or interpreted in any manner in or for the purpose of any suit or proceedings before any Court(s), Commission, Consumer Disputes Fora or any other judicial forum involving any other Flat(s)/building(s)/project(s) of KIPL/ its associates/subsidiaries, partnership firms in which KIPL is partner or interested.

(e) Provisions of this Agreement applicable on Purchaser / subsequent purchaser

All the provisions contained herein and the obligations arising hereunder in respect of the Said Flat/ Said Complex shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers/assignees of the Said Flat, as the said obligations go along with the Said Flat for all intents and purposes, subject to clause 15 and 32 above.

(f) Waiver not a limitation to enforce

Without prejudice to the rights/remedies available to KIPL elsewhere in this Agreement;

- a. KIPL may, at its sole option and discretion, waive in writing, the breach by the Purchaser of not making payments as per the schedule of payments but on the condition that the Purchaser shall pay to KIPL, interest which shall be charged for the first ninety (90) days after the due date @ 18 % per annum and for all periods of delay exceeding first ninety (90) days after the due date an additional penal interest @ 3 % per annum (total interest 24 % per annum only). It is made clear and so agreed by the Purchaser that exercise of discretion by KIPL in the case of one Purchaser shall not be construed to be a precedent and/or binding on KIPL to exercise such discretion in the case of other Purchasers.
- b. Failure on the part of KIPL 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.

(g) Method of calculation of proportionate share wherever referred to in the Agreement

Unless repugnant to the context, wherever in this Agreement it is stipulated that the Purchaser has to make any payment in common with the other Purchasers in the Said Complex, the same shall be the proportion which the Built-up Area of the Said Flat bears to the total built-up area of all the Flats, and other buildings in the Said Complex.

(h) Right to join as affected party

KIPL shall have right to join as an affected party in any suit/complaint filed before any appropriate court by the Purchaser if KIPL's rights under this Agreement are likely to be affected/prejudiced in any manner by the decision of the Court on such suit/complaint. The Purchaser agrees to keep KIPL fully informed at all times in this regard.

(i) Indemnification

The Purchaser hereby covenants with KIPL to pay from time to time and at all times the amounts which the Purchaser is liable to pay under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement and to keep KIPL and its agents and representatives, estate and effects, indemnified and harmless against

any loss/liabilities or damages that KIPL may suffer as a result of nonpayment, non-observance or nonperformance of any of the covenants and conditions stipulated in this Agreement. This will be in addition to any other remedy provided in this Agreement and/or available in law.

(j) Further assurances

The Purchaser agrees that the persons to whom the Said Flat is let, transferred, assigned or given possession shall execute, acknowledge and deliver to KIPL such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as KIPL may reasonably request 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.

(k) Copies of the Agreement

Two copies of this Agreement shall be executed and KIPL shall retain the original copy of this Agreement and send the second executed copy to the Purchaser for his reference and record.

(l) Place of execution

The execution of this Agreement will be complete only upon its execution by KIPL through its authorized signatory at KIPL's office in Aligarh after the copies are duly executed by the Purchaser and are received KIPL. This Agreement shall be deemed to have been executed at Aligarh.

(m) Right to transfer ownership

KIPL/NNA reserves the right to transfer ownership of the Said Complex in whole or in parts to any other entity such as partnership firm, body corporate (s) whether incorporated or not, association or agency by way of sale / disposal / or any other arrangement as may be decided by KIPL in its sole discretion and the Purchaser agrees that he / she shall not raise any objection in this regard provided the investment of the PURCHASER is protected

(n) Events of defaults and consequences

The Purchaser agrees that all defaults, breaches and/or non-compliance of any of the terms and conditions of this Agreement shall be deemed to be events of defaults liable for consequences stipulated herein. Some of the indicative events of defaults are mentioned below which are merely illustrative and are not exhaustive.

- i. Failure to make payments within the time as stipulated in the schedule of payments and failure to pay the stamp duty, legal, registration, and incidental charges, any other charges, deposits for bulk supply of electrical energy, Taxes and Cesses, etc. as may be notified by KIPL to the Purchaser under the terms of this Agreement, and all other defaults of similar nature.
- ii. Failure to perform and observe any or all of the Purchaser's obligations as set forth in this Agreement or if the Purchaser fails to execute any other deed/ document/undertakings/ indemnities etc. or to perform any other obligation, if any, set forth in any other agreement with KIPL in relation to the Said Flat.
- iii. Failure to take possession of the Said Flat within the time stipulated by KIPL.
- iv. Failure to execute the Conveyance Deed within the time stipulated by KIPL in its notice.
- v. Failure to execute the Maintenance Agreement and/or to pay on or before its due date, the Maintenance Charges, maintenance security deposits, deposits/charges for bulk supply of electrical energy or any increases in respect thereof, as demanded by KIPL , its

nominee, other Body or Association of Flat Owners/Association of Condominium, as the case may be.

- vi. Assignment of this Agreement or any interest of the Purchaser in this Agreement without prior written consent of KIPL.
- vii. Dishonor of any cheque(s) given by the Purchaser for any reason whatsoever.
- viii. Any other acts, deeds or things which the Purchaser may commit, omit or fail to perform in terms of this Agreement, any other undertaking, affidavit/Agreement/indemnity etc. or as demanded by KIPL which in the opinion of KIPL amounts to an event of default and the Purchaser agrees and confirms that the decision of KIPL in this regard shall be final and binding on the Purchaser.

Unless otherwise provided in this Agreement, upon the occurrence of any one or more of the events of default under this Agreement including but not limited to those specified above, KIPL may, in its sole discretion, by notice to the Purchaser, cancel this Agreement by giving in writing thirty (30) days from the date of issue of notice to rectify the default as specified in that notice. In default of the above, this Agreement shall stand cancelled without any further notice. If the default is not rectified within such thirty (30) days, this Agreement shall stand cancelled without any further notice or intimation and KIPL shall have the right to retain Earnest Money along with the interest on delayed payments, any interest paid, due or payable, any other amount of a nonrefundable nature. The Purchaser acknowledges that upon such cancellation of this Agreement, the Purchaser shall have no right, interest or lien on the Said Flat and KIPL shall be discharged of all liabilities and obligations under this Agreement and KIPL shall have the right to sell or deal with the Said Flat in the manner in which it may deem fit as if this Agreement had never been executed. The refund, if any, shall be refunded by KIPL by registered post only after realizing the amount on further sale/resale to any other party and without any interest or compensation whatsoever to the Purchaser. This will be without prejudice to any other remedies and rights of KIPL to claim other damages which KIPL might have suffered due to such breach committed by the Purchaser.

(o) Laws of India

It is clarified that the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.

(p) Dispute Resolution by Arbitration

All or any disputes arising out or touching upon or in relation to the terms and conditions of the Application/ Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in New Delhi by a sole arbitrator, who shall be appointed by KIPL and whose decision shall be final and binding upon the parties.

The terms of this Agreement shall not be altered or added to nor shall anything be omitted there from, except by means of a supplementary Agreement in writing duly signed by the Parties hereto.

SCHEDULE A
(PROPERTY)

All that piece and parcel of land being bearing Khasra No. 2328, 2329 & 2342 situated at Mauja Kasba Kol 1, Pargana Kol, Tehsil Kol, District Aligarh, Uttar Pradesh and bounded as described in the sketch attached.

All that piece and parcel of land being part of land bearing Khasra No. 2328 situated at Mauja Kasba Kol 1, Pargana Kol, Tehsil Kol, District Aligarh, Uttar Pradesh hereinafter referred as described in the sketch attached.

SCHEDULE B
(Rights of the Purchaser)

PURCHASER shall have the following rights in respect of the Schedule B Property and the Flat thereon described in Schedule C Property but only after taking possession thereof:

1. PURCHASER and all persons authorized by the PURCHASER (in common with all other persons entitled, permitted or authorized to a similar right) shall have the right at all times, and for all purposes.
2. The right to lay cables or wires for radio, television, telephone and such other installations, in any part of the building; however, recognizing and reciprocating such rights of the other Flat holder;
3. The right of entry and passage for the PURCHASER and PURCHASER, Agents or workman to other parts of the Flat at all reasonable times after notice to enter into and upon other parts of the Flat for the purpose of repairs or maintenance of the flat or for repairing, cleaning, of the maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other Flat Owners and making good any damage caused;

SCHEDULE C
(Obligations of the PURCHASER)

PURCHASER hereby agrees, confirms and undertakes the following obligations towards NNA/KIPL, other Flat Owners, and whosoever hands over the Flat as set out in Schedule D above: -

1. PURCHASER shall not use the Flat for any purpose other than for residential purpose and the PURCHASER understands that the decorum and decency of the Said Complex.
2. PURCHASER understands that the use or consumption of any psychotropic or narcotic drugs is prohibited in the Said Complex.
3. In addition, the PURCHASER also agrees to abide by any other rules which are prescribed from time to time by NNA or use the Flat in a manner that / which is violative or against the objects of the trust; or for any commercial or illegal or immoral purpose;
4. PURCHASER shall indemnify KIPL and NNA against any action, damages or loss due to misuse for which PURCHASER shall be solely responsible.
5. PURCHASER shall not throw any dirt rubbish, garbage or other refuse from and out of the flat ;

6. PURCHASER shall become and remain a member of the Society, Association or Co-operative Society to be formed by and consisting of all the Flat Owners in the Schedule A Property. The Purchasers will observe and perform the terms and conditions, byelaws and the Rules and Regulations prescribed by such Association;
7. PURCHASER shall duly and punctually pay the proportionate share of Municipal Taxes, rates and cesses, insurance charges, and any other Government levies. The liability for such share shall commence from the date when the **Annexure 2** flat is ready for occupation, irrespective of whether the PURCHASER takes possession thereof or not.
8. PURCHASER shall enter into a separate Maintenance Agreement for flats with NNA/KIPL or as prescribed by NNA/KIPL after taking over possession of Schedule C Property, the terms and conditions stipulated therein shall be read as part of this Agreement. NNA/KIPL /nominee of NNA/KIPL shall do the maintenance of the Schedule A Property and the surroundings in accordance with the need of the **SKY TOWER** to ensure aesthetic appeal. Absolute care will be taken by NNA/KIPL to provide all facilities relating to Infrastructure works of Water, Waste and Energy, with the aim of ensuring that these secure comfort for the residents at the Campus. The main object of NNA/KIPL is to provide facilities, services, arrangements, consultancy, execution and other related matters with respect to maintenance whatsoever it may be, for buildings, flats, etc., from time to time as specified in this Agreement. PURCHASER shall pay share of taxes/expenses etc., to NNA/KIPL; as may be determined by NNA/KIPL for the maintenance of buildings constructed on Schedule A Property for the next one year from the date of handing over possession to the PURCHASER. Any change in the agency can be done only after one years. The decision of changing the Agency can be done through a General Body Meeting of all the Flat Owners and decision of 75% of the Flat Owners present in that meeting will be considered as valid decision and the deposit collected for expenses if any will be Transferred / refunded to the Association / PURCHASER without any interest.
9. PURCHASER shall keep the common areas, open spaces, parking areas, passages, etc., free from obstructions and in a clean and orderly manner and not to encroach on any common areas, nor will the Purchasers use any of the common areas for their personal use.
10. PURCHASER shall not alter or subscribe to the alteration of the name of the Flat/ Complex, which shall be known as **"SKY TOWER"**.
11. PURCHASER shall not do any act that may be against the rules, regulation or the bye-laws of the concerned Municipal Authority or any other Statutory authority and in the event of PURCHASER committing any offences PURCHASER shall be solely responsible for the same and none of the other owner of Flat shall be responsible and PURCHASER shall if called upon indemnify any other Flat owner who may suffer due to any act of omission or commission done by PURCHASER herein;
12. PURCHASER shall duly and punctually pay the proportionate share of maintenance charges on monthly basis to the NNA/KIPL herein as and when duly notified by NNA/KIPL.

IN WITNESS WHEREOF the parties hereto have hereunto and to a duplicate copy hereof set and subscribed their respective hands at the places and on the day, month and year mentioned under their respective signatures:

NNA

KUSHAGR INFRA DEVELOPERS (P) LTD.
ANURAG AGARWAL
AUTHORIZED SIGNATORY

PURCHASER
FIRST OWNER –

PURCHASER
CO - OWNER –

Annexure-1

PAYMENT PLAN

A- 101 - 4 BHK	PLC INCLUDED	AREA (SQ FT)		1956
		RATE		
	VALUE OF FLAT			
	BOOKING AMOUNT			TAXES EXTRA
	BALANCE PAYABLE			
DATE	CONTRUCTION LINK PLAN	% DUE	AMOUNT	GST
30 Days	Within 30 day from Booking	20%		EXTRA
90 Days	On Foundation Work	5.00%		EXTRA
4 th Month	On First Floor Slab	5.00%		EXTRA
5 th Month	On Second Floor Slab	5.00%		EXTRA
6 th Month	On Third Floor Slab	5.00%		EXTRA
7 th Month	On Fourth Floor Slab	5.00%		EXTRA
8 th Month	On Fifth Floor Slab	5.00%		EXTRA
10 th Month	On Sixth Floor Slab	5.00%		EXTRA
11 th Month	On Seventh Floor Slab	5.00%		EXTRA
12 th Month	On Eight Floor Slab	5.00%		EXTRA
13 th Month	On Ninth Floor Slab	5.00%		EXTRA
14 th Month	On Tenth Floor Slab	5.00%		EXTRA
15 th Month	On Eleventh Floor Slab	5.00%		EXTRA
16 th Month	On Twelfth Floor Slab	5.00%		EXTRA
18 th Month	On Thirteenth Floor Slab	5.00%		EXTRA
24 th Month	On Plastering and Finishing	5.00%		EXTRA
36 th Month	At the time of Offer of Possession	5.00%		EXTRA
	TOTAL AMOUNT			

ANNEXURE-2

FLAT PLAN
LAYOUT PLAN

ANNEXURE -3
SPECIFICATION OF APARTMENT

STRUCTURE	RCC framed Earthquake Resistant Structure confirming BIS Code
Main Entrance Doors	Flush Door with Framing in wooden Frame

LIVING ROOM, DINNING ROOM & LOUNGE

Flooring	Vitrified tiles
Internal Doors	Enamel Painted Flush Doors with Wooden Frame
Walls	Internal Oil Bound Distemper External Good Quality External Grade Textured Paint

BED ROOMS

Flooring	Vitrified tiles
External Doors and Windows	Wooden Door and Window in Wooden Frame
Internal Doors	Enamel Painted Flush Doors with Wooden Frame
Walls	Internal Oil Bound Distemper External Good Quality Paint
Wardrobe	Built-in Space for Wardrobe

TOILETS

Flooring	Anti Skid Ceramic Tiles
External Doors and Windows	Wooden Door and Window in Wooden Frame
Walls	Tile Cladding up to 7'-0" & above on it paint
Fixtures and Fittings	Internal CPVC Pipes & fittings External Branded Sanitary wares & CP fittings

KITCHEN

Flooring	Anti Skid Ceramic Tiles
External Doors and Windows	Wooden Door and Window in Wooden Frame
Walls	Tile Cladding up to 7'-0" & above on it paint
Counter	Granite with Single bowl stainless steel sink

MISCLLENNOUS

Balconies Flooring	Anti Skid Ceramic Tiles
Railing	M S Railing as per architect design
Flooring – Corridors	Kota Stone / similar
Walls	Good quality paint
Electricals & Plumbing	Standard ISI Male Electrical Wires & Modular Switches, Pipes and sanitary Fittings.