AGREEMENT FOR SALE

This Agreement for sale executed on this ..... date day of ..... month, 20.....

By and Between

Accocca Construction Pvt. Ltd. (CIN No.....) a company incorporated under the provisions of the Companies Act, (1956 or 2013, as the case may be) having its registered office at 1st floor Mangal Market, Sheikhpura Patna and its corporate office at at 1st floor Mangal Market, Sheikhpura Patna . PAN no. AAECA7651A) represented by its authorized signatory (Directors) Aadhar no. .....) 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).

Mr. Ms. ..... Aadhar no.....) son/ daughter of ..... Aged about ..... residing at ..... PAN .....) hereinafter called the **"Allottee"**(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, in-interest, and permitted assigns).

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

DEFINATIONS:

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

(a) "Act" means the Real Estate (Registration and Development) Act, 2016 (16 of 2016)
(b) "Appropriate Government" means the State Government.
(c) "Rules means the Bihar State Real Estate(Regulation and Development) (General) Rules, 2017 made under the Real Estate(Regulation and Development) Act, 2017.
(d) "Regulations" means the Regulations made under the Real Estate (Registration and Development Act, 2017.
(e) "section" means a section of the Act.

WHEREAS:

A. The Promoter is the absolute and lawful owner/ developer of (Khasra nos/survey nos.) 101, 103 & 104 totally admeasuring 1204.597 square meters situated at Harnichak In Tehsil & District Patna. Vide sale deed(s) / Development agreement dated 16.03.2018 registered as documents no. 2682 at the office of the Sub- Registrar.

M/s Accocca Construction Pvt. Ltd.
Director

B. The Said Land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings and the said project shall be known as **Maa Jagdamba Residency.**

C. 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 Promote regarding the Said Land on which Project is to be constructed have been completed,

D. The..... has granted the commencement certificate to develop the Project vide approval dated..... Bearing registration no.....

E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case, maybe, from..... . The Promoter agrees and undertakes that it shall not make any charges to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

F. The Promoter has registered the Project under the Provisions of the Act with the Bihar Real Estate Regulatory Authority at .....on..... under registration no.....

G. The Allottee had applied for an apartment in the Project vi de application no..... dated ..... And has been allotted apartment no.....having carpet aea of .....square feet, type.....,on..... Floor in no.....("Building") along with garage/covered parking no..... admeasuring ..... square feet in the ....., as permissible under the applicable law and of pro rata share in the common areas(Common Area") as defined under clause(n) of Section 2 of the Act (hereinafter referred to as the "Apartment" moe particularly described in Schedule A and the floor plan of the apartment in annexed hereto and marked **as ScheduleB**)

H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligation detailed herein,

I. .....

J. 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,

K. The Parties, relaying 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.

L. In accordance with the terms and conditions set out in this Agreement and as mutally agreed upon by and between the parties, the Promotes hereby agrees to sell and the Allottee hereby agrees to purchase the ..... and garage/ covered parking(if applicable) as specified in para G.

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

M/s Accocca Construction Pvt. Ltd.

Director

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 as specified in para G.

1.2 The Total Price for the based on the carpet area is Rs. ..... (Rupees ..... Only **("Total Price").**

Block/ Building/ Town no. ..... Apartment no.....	Rate of Apartment per square feet"
Type	
Floor	
Total price (in rupees)	

Garage/ Covered parking -1	Price for 1
Garage/ Covered parking -2	Price for 1
Total price (in rupees)	

Explanation:

(i) The Price above include the booking amount paid by the allottee to the promoter by way the .....

(ii) The Total Price above include Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handling over the possession of the apartment/ plot to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the competition certificate.

(iii) The promote shall periodically intimate in writing to the Allottee, the amount payable as started in (i) above and the Allottee shall make payment demanded by the Promoter within

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ector

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 date from which such taxes/levies etc. have been imposed or become effective.

(iv) The Total Price of ..... includes recovery of price of land, construction of the common area, 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(.....) 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 charges payable to the competent authority and /or any other increase in charges which may be levied or imposed by the competent authority from time to time. The promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, 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 charges after the expiry of the scheduled date of competition 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.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C**

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

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layouts plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule-D and Schedule- Ein 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 alternations as may be required by the Allottee, or such minor charges or alterations as per the provisions of the Act.

1.7 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 occupancy certificate" is granted

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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, 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-C All adjustments shall be made at the same rate per square feet as agreed in para 1.2 of these Agreement.

1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the ight to the as mentioned below:

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

(ii) The Allottee shall also have individed proportionate share in the Common Areas. Since the share/ interest of Allottee in the Common Areas is undivided and cannot be devided 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 prornoter shall handover the common areas to the association of allottees after duly obtaining the competition certificate from the competent authority as provided in the Act.

(iii) That the computation of the price of the ..... includes recovery of price of land , construction of 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 firefighting 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 Project.

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be.

It is made clear by the Promoter and the Allottee agrees that the along with ..... Garage/ 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 fo the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that poject;s facilities and amenities shall be available only for uses and enjoyment of the Allottees of the project.

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The Promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, 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 Allottees or any liabilities, mortgage loan and interest theeon before transferring the apartment to the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoin 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 therefore by such authority or person.

The Allottee has paid a sum of Rs. ..... Rupees..... only) as booking amount being part payment towards the Total price of the ..... 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..... as prescribed in the payment plan Schedule C as may be demanded by the Promoter within the time and in the manner specified therein.

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

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promote abiding by the construction milestone, the Allottee shall make all payments on written demanded by the Pomoter, within the Stipulated time as mentioned in the Payment plan through A/c Payee Cheque/ demand daft/ bankers cheque or online payment (as applicable) in favour of .....

payable at.....

3. COMPLIANCE OF LAWS ELATING 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 amendments(s) modifications(s) made thereof and all other applicable laws including that of remittance of payment acquisitions/sale/ transfer/ of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoters to fulfill its obligations under this agreement. Any refund transfer of security, if provided in terms of the Agreement

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shall be made in accordance with the provisions of Foreign Exchange management Act, 1999 of the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable laws. The Allottee understands and agrees that in the event of any failure on his/ he 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 applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility is regard to matters specified in para 3.1 above. The Allottee shall keep the Promote 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.

4. ADJUSTMENTS/ APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/ appropriate all payment made by him/her under any heads(s) of dues against lawful outstanding of the allottee against the ..... 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:

The Promoter shall abide by the time schedule fo completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the ..... to the Allottee and the common areas to the association of allottees or the competent authority , as the case may be.

6. CONSTUCTION OF THE POJECT/ APARTMENT:

The allottee has seen the proposed layout plan, specifications, amenities and facilities of the ..... And accepted the floor plan, payment plan and the specifications, amenities and facilities which has been approved by the competent authority, as presented 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 Bihar. 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/ PLOT:

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

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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 arreas with all specifications, amenities and facilities of the project in place on..... 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 Promote shall be entitled to the extension of time for delivery of possession of the apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirm, that in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure condition, then this allotment shall stand terminated and the promoter shall refund the Allottee the entire amount received by the promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee, about such terminination 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 and that the pomote shall released and discharged from all its obligation and liabilities under this Agreement.

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 occupancy 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 occupancy 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/ plot, as the case may be, to the allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of (Apartment/ Plot)- Upon receiving written intimation from the pomote as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertaking 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 continue to be liable to pay maintenance charges as specified in para 7.2

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7.4 Possession of the Allottee- After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, 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:

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 occurance of a Force majeure event, if the promoter fails to complete or is unable to give possession of the apartment (i) in accordance with the terms of this agreement, duly completed by the date specified in para 7.1, orr (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/Plot), 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 of Authority with respect to the said land, Project.

(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

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have been obtained by following due process of law. Further, the promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said land, Building and Apartment and common area.

(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 and/ or development agreement/arrangement with any person or party with respect to the said land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement.

(viii) The promoter confirms that the promoter is not restricted in any manner whatsoever selling the said apartment to the Allottee in manner, affect the rights of Allottee under this Agreement.

(ix) At the time of execution of the conveyance deed the Pomote 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, premium, damages and/o penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate 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 allotee and the association of allotees 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 requisition 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 Authorities, For the pupose of this para, ready to move in possession shall mean that the apartment shall be in a hibatable condition which is complete in all espects 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.

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

9.2 In case of Default by promoter under the conditions listed above Allotee 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 milestone and only thereafter the Allottee be required to make the next payment without any interest, or

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At ..... On ..... in the presence of WITNESSES:

1. Signature .....
   Name .....
   Address .....
2. Signature .....
   Name .....
   Address .....

SCHEDULE "A" – PLEASE INSERT DISCRIPTION OF THE APARTMENT AND THE GARAGE/ COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRCTIONS.

SCHEDULE "B" – FLOOR PLAN OF THE APARTMENT

SCHEDULE "C"- PAYMENT PLAN

SCHEDULE "D"- SPECIFICATIONS AMENITIES, FACILITIES, (WHICH ARE PART OF THE APARTMENT

SCHEDULE "E"- SPECIFICATIONS AMENITIES FACILITIES, WHICH AE PART OF THE PROJECT.

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Director

SCHEDULE – 'A'

DESCRIPTION OF LAND:-

Total Milzumle Area - 29.88 Dismile, Plot No- 267, 269, and 270 Khata No 101, 103 & 104 Tauzi No – 5125.

Thana No. 34 Situated at Harnichak , P.S . Phulwari Dist. Patna, Bihar.

BOUNDARY:

NORTH SIDE	: Part plotno. 267, Plot no. 269 (Jagdevan Yadav) and plot no. 272
SOUTH SIDE	: Teznarayan Singh, Jagdevan Yadav, Hari Lal Chaudhary
EAST SIDE	: Plot no. 273, Jagdevan Yadav, Hari Lal Chaudhary
WEST SIDE	: Sahayak Road, Plot No. 269, & plot no. 267

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SCHEDULE "B"

ALL THAT TWO/ THREE BED ROOMS FLAT NO. ----------, ON …….. FLOOR, …… SIDE,(Approx) WITH ONE CAR PARKING SPACE AT ……FLOOR COVERED/ UNCOVERED AREA. HAVING **BUILT UP AREA OF ……..** (APPROX) .PLAN OF THE BUILDING COMPRISE OF THE FOLLOWING

A. Carpet Area comprised within the said unit. However, the roof of the said unit shall be used both as the roof of the said unit as well as the floor of the unit or units constructed above it similarly the floor of the said unit as well as the floor other said unit as well as the roof of the said unit or units below it and the roof and the floor of the said unit shall jointly belong to the buyer and the buyers of the other units directly above and under the said unit.

B. The walls and columns, if any, within and outside the said unit save the wall or walls separating the unit from the other unit on the same floor shall belong to the buyer and the said common wall or walls separating the said unit from other unit or units on the same floor shall jointly belong to the buyer and buyers of the other unit

C. According to sanctioned map 25 small car parking space is under said building roof and 5 small car parking space is in open air within the said premises which will be covered by plastic sheet/ steel sheet. Parking space is not given by any lottery system and not on your choice; Parking space will be allotted by the builder only.
or units.

SCHEDULE "C"

TO BE PAID AT THE TIME OF AGREEMENT	
OR	
AT THE TIME OF BOOKING -	~~25%~~ 10%
AT THE TIME OF PILING + CAP-BEAM-	15%
AT THE TIME OF FIRST ROOF CASTING -	10%
AT THE TIME OF SECOND ROOF CASTING -	10%
AT THE TIME OF THIRD ROOF CASTING -	10%
AT THE TIME OF FOURTH ROOF CASTING -	10%
AT THE TIME OF FIFTH ROOF CASTING -	10%
AT THE TIME OF FINISHING -	10%
	100%

SCHEDULE "D"

a. CARPET AREA COMPRISED WITHIN THE SAID UNIT.

b. AREA OF THE WALLS AND COLUMNS, IF ANY, WITHIN AND OUTSIDE THE SAID UNIT SAVE THE WALL OR WALLS SEPARATING THE SAID UNIT FROM THE OTHER UNITS ON THE SAME FLOOR IN WHICH CASE 50% OF SUCH COMON WALL SHALL BE TAKEN INTO ACCOUNT.

c. PROPORTIONATE SHARE IN THE COMMON, IF ANY, WITHIN SAID BUILDING LIKE STAIRCASE ON THE FLOORS, ELECTRICAL COMMON METERROOM, COMMON TOILETS, COMMON PASSAGE/ PASSAGES ON EACH FLOOR AND LOBBY ON THE GROUND FLOOR, ETC. AS WELL AS STAFF ROOM WATER PUMP ROOM, WATER TOWER/S, TRANSFORMERS AND ELECTRICAL SUBSTATION ROOM ETC. OUTSIDE THE SAID BUILDING.

PART: 2 OF THE SCHEDULE 'C' ABOVE REFERRED TO PRICE VARIATION- THE PRICE SHALL BE SUBJECT TO ADJUSTMENT, UP OR DOWN IN ACCORDANCE WITH THE FOLLOWING FORMULA:

VARIATION DUE TO STEEL
VC = 0.88 P X KI/100X(S1.90)/90.

1. VARIATION DUE TO CEMENT
VC + 0.88 P X K2/100X (C1 - CO)/CO.
VARIATION DUE TO LABOUR
VL = 0.88 P X K 3/100 X (L1 – L1)/L/O)

2. VARIATION DUE TO OTHER MATERIALS
VH = 0.88 P X K 4/100 X (II - IO)/(IO)

WHERE V – TOTAL VARIATION OF COST PAY ABLE IN RUPEES.
VS – AMOUNT OF PRICE VARIATION ADJUSTMENT DUE TO STEEL PRICE IN RUPEES.
VC – AMOUNT OF PRICE VARIATION ADJUSTMENT DUE TO CEMENT PRICE IN RUPEES.
Will be Price @Rs. ---------- Sq.ft. VI – AMOUNT OF PRICE VARIATION ADJUSTMENT DUE TO
LABOUR PRICE IN RUPEES.
VM – AMOUNT OF PRICE VARIATION DUE TO MATERIALS COMPONENT IN RUPEES.

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P – PRO-RATA COST OF WORK DURING THE QUARTER UNDER CONSIDERATION L.E. COST OF CONSIDERATION DIVIDED BY SEVEN.

K1 PERCENTAGE OF STEEL COMPONENT, WHICH IS CONSIDERED AS 20.

K2 CEMENT COMPONENT, WHICH IS CONSIDERED AS 20.

K3 PERCENTAGE OF LABOUR COMPONENT, WHICH IS CONSIDERED AS 25

K4 PERCENTAGE OF THE MATERIAL COMPONENT, WHICH IS CONSIDERED AS 35.

S1 THE AVERAGE PRICE OF STEEL PREVAILING IN THE RELEVANT QUARTER PER M.T.

50 THE AVERAGE BASIC PRICE OF STEEL CONSIDERED AS PER M.T.

C1 THE AVERAGE PRICE OF CEMENT PREVAILING IN THE RELEVANT QUARTER PER M.T.

C0 THE BASIC PRICE OF CEMENT CONSIDERED AS PER BAG.

L1 AVERAGE DAILY MINIMUM WAGES FOR UNSKILLED WORKERS PREVAILING IN THE RELEVANT QUARTER IN RUPEES/DAY.

L0 BASICS DAILY MINIMUM WAGES FOR UNSKILLED WORKERS AS ON DATE OF AGREEMENT IN RUPEES/DAY.

10. THE AVERAGE INDEX NUMBER "ALL INDIA WHOLESALE PRICES IN CASE OF ALL COMMODITIES PREVAILING DURING THE RELEVANT QUARTER."

11. THE ALL INDIA WHOLE SALE PRICE INDEX FOR ALL COMMODITIES PREVAILING DURING THE RELEVANT AGREEMENT.

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SCHEDULE 'E'
FLAT FINISHING

STRUCTURE : • Earthquake resistant – R.C.C. frame structure.

WALL : • 1st class Brick work as filler wall.

WALL FINISH : • All internal walls shall be plastered and finished with P.O.P & Primer over cement mortar plaster.

FLOORING : • 1. Flooring finished Drawing, Dining & Bedroom &. Balcony finished with Vitrified Tiles.

• 2. Flooring finished with marble stone in Corridor area & stair.

• 3. Parking space finished with cemented floor.

TOILET : • Wall – White glazed tiles upto 7'0'' height.
• Fitting – A washbasin, hot & cold water system EWC/IWC style pan & tap of ISI make.
• **Floor:** Floor finished with Non Skit Spatak Tiles.

KITCHEN : • A Working platform 2'9" high with green marble topped and Branded steel sink.

• **Floor:** Floor finished with Non Skit Spatak Tiles.

• Plain glazed tiles upto 2'0" height over the working platform.

DOOR : • Balcony, Kitchen & Bathroom R.C.C. Chaukhat & Main entrance Door & all Bedrooms Wooden Chaukhat .

• 32 mm factory made internal and external flush doors.

DOOR FITTING • Plain aluminum fitting.

WINDOW : • Wooden Chaukhat, Wooden Panal with glass and Iron Grill.

ELECTRIC : • ISI mark Concealed conduit with copper wires and ISI

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Director

mark fittings, Power point in each room in each units, & T.V. point in each unit.

- Generator facility.

OUTER BOUNDRY : • 6' Height wall without Iron Bar.

WATER SUPPLY : • From single tube well and overhead water tank System for each block.

LIFT : • 5 Passenger Lift.

INTERNCOM : • Intercom telephone wiring in drawing room of each unit.

PARKING SPACE : • Covered Small Car Parking Space given by the builder choice, not given by any lottery system and not on your choice.

N.B. :

- Extra Slab in Kitchen, Bedroom, Dining room, Drawing room will be priced ……../- per sq.ft. (75mm Thickness)
- Parryware Pan / Hindware/ Hindustan & Basin in white colour.

BUILDER SIGNATURE

COSTUMER SIGNATURE

M/s Accocca Construction Pvt. Ltd.

Director