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SKYLINE CONSTRUCTION

V SUMATHI
STAMP VENDOR
REG. No: 47/2162/ஆ3/96 dt 27-5-1996
No: 13/1, KANDAPPA STREET,
KRISHNAMPET, CHENNAI-600 005.
Cell: 9840388373, 7695975146

5.2024

CONSTRUCTION AGREEMENT

THIS Construction Agreement ("Agreement") entered into at Chennai on _____

BY AND BETWEEN

Skyline Construction, a Proprietorship Concern, having its registered office at New No.15/1, Old No.7/1, Sri Krishnapuram Street, Royapettah, Chennai 600 014 **(PAN AAFPA6793D),** represented herein by its Proprietor **Mr. Mohammed Qadeer Ahmed (Aadhaar No.5111 4022 0315 and PAN – AAFPA6793D),** 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, executors, administrators and permitted assignees)

AND

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 her heirs, executors, administrators, successors-in-interest and permitted assignees).

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

For Skyline Construction

Proprietor

share of land in the Said Land, which is morefully described in Schedule-B hereunder and secured the right to appoint Promoter to construct an apartment

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WHEREAS originally the property being land with building (demolished) at Old No.16 New No.35, Masilamani Road, Balaji Nagar, Royapettah, Chennai-600014, measuring an extent of 6527 Square Feet of land, comprised in R.S. No.629/A (Mylopore), O.S. No.3952, C.C. No.452, as per present PLR extract R.S. No.629/53, Block No.11 of Mylapore Village, Mylapore Taluk, Chennai District, was owned and possessed by one Ms.Shikha Khurana and Mrs.Pooja Khurana, the Land Owners herein and they acquired the Schedule-A property hereunder from their father and mother, Mr.Arun Khurana and Mrs.Usha Khurana, vide Settlement Deed dated 29.06.2012, registered as Document No.1547/2012, SRO, Mylapore and Release Deed (Surrender of Life Interest) dated 21.10.2022, registered as Document No.4161/2022, SRO, Mylapore, respectively.

WHEREAS the Land Owners herein from the date of acquirement, they are in absolute and continuous possession and enjoyment of the Schedule-A mentioned property.

WHEREAS the Land Owners have appointed one Mr. Mohammed Qadeer Ahmed, proprietor of SKYLINE CONSTRUCTION (the Promoter herein) as their Power of Attorney Agent to dealt with, develop and sell the Schedule-A Property hereunder, vide General Power of Attorney dated 09.11.2023 registered as Document No.4383/2023, at the Sub-Registrar Office, Mylapore.

WHEREAS the said Power Agent Mr. Mohammed Qadeer Ahmed demolished the said Building as per the approval of Greater Chennai Corporation vide Number DA/WDCN09/00347/2022 dt 05.05.2022 and now possess the Vacant Land measuring total extent of 6527 Square Feet, which is morefully described in the Schedule-A hereunder.

WHEREAS

A. The Promoter has formulated a scheme for developing the Said Land. The Said Land is earmarked for the purpose of building a residential project comprising of 10 Flats on 5 Floors with amenities and facilities under the name and style **"Skyline Kohinoor"** hereinafter called the **"Project".**

B. The Promoter has obtained requisite sanctions and approvals from the appropriate authorities for construction and development of the Project vide Planning Permit No.OL-PP/NHRB/0090/2024 dated 12.03.2024 issued by Chennai Metropolitan Development Authority and Building Permit No.CEBA/ WDCN09/00162/2024 dated 25.04.2024 issued by Greater Chennai Corporation;

C. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Chennai on [ ] under registration No [ ].

D. The Allottee has already scrutinized / verified all sanctions, authorizations, consents, no objections, permissions and approvals issued by the appropriate authorities and is satisfied with the title and statutory compliance with regards to the Project;

E. The Allottee desirous of owning an apartment in the Project had entered into an Agreement for Sale with the Owners for purchase of [ ] square feet of undivided share of land in the Said Land, which is morefully described in Schedule-B hereunder and secured the right to appoint Promoter to construct an apartment

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as per the scheme formulated by the Promoter;

F. The Allottee approached the Promoter and requested him to construct a Flat in the proposed building consisting of Stilt plus Five Floors and the Promoter has agreed to construct and allot a Flat bearing No. [ ] having carpet area of [ ] square feet on [ ] floor in [tower/block/building] along with [ ] reserved car parking No.[ ] and proportionate share in the common area of the residential Flat complex known as **Skyline Kohinoor**, morefully described in Schedule-C ("APARTMENT") hereunder to the Allottee.

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

H. The Parties have decided to reduce the terms and conditions mutually agreed upon into writing through these presents.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

The Promoter and the Allottee mutually agree and covenant as follows:

1. ALLOTMENT:

The Promoter hereby agrees to construct, allot and deliver the Flat, as per the specifications mentioned in the Annexure-I hereunder, to the Allottee.

2. CONSTRUCTION COSTS AND OTHER RELATED PAYMENTS:

The Construction Cost for the Apartment based on the super built up area is [ ] inclusive of GST and TDS @ 1% to be deducted and paid by the Allottee.

The Construction Cost above includes the booking amount paid by the Allottee to the Promoter towards the Apartment and includes the following:

a) The Construction Cost above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST, or any other similar taxes which may be levied in connection with the construction of the Project payable by the Promoter) upto the date of handing over possession of the Apartment:

b) Provided that in case there is any change/modification in the existing taxes and any other new Taxes, the subsequent amount payable by the Allottee to the promoter shall be increased/reduced based on such change/modification.

c) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (1) above and the Allottee shall make payment within 15 days from the date of such written intimation.

d) The Construction Cost is escalation-free, save and except increases, which the Allottees hereby agree to pay, due to increase on account of development charges imposed by the competent authority and/or any other increase in charges, which may be levied or imposed by the competent authority from time to time.

e) 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 quote the said notification / order / rule to that effect along with the demand letter being issued to the Allottee.

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f) The Allottee shall make the payment as per the payment plan set out in Schedule-D ("Payment Plan"). The Allottee authorizes the Promoter to adjust/appropriate all payments made by them under any head(s) of dues against lawful outstanding, if any, in their names as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object / demand / direct the Promoter to adjust this payment in any manner.

g) A sum of Rs.2,00,000/- (Rupees Two Lakh only) towards corpus fund, to be utilized for major expenditure in maintenance of the building and other infrastructural facilities and amenities in the Project shall be paid at the time of handing over possession of the Schedule-C Property. The Promoter shall transfer this amount after deducting any expenses incurred, for the purpose of maintenance of the buildings; without interest to the agency to be appointed by them or the Association / Society to be formed by the Allottees.

h) The cost mentioned in clause 2(a) does not include the cost towards stamp duty, registration charges, documentation charges etc., applicable on this Agreement and shall be paid by the Allottee(s) at actuals to the concerned authorities.

3. MODE OF PAYMENT:

a) The Allottee has paid a sum of Rs.[ ]/- Rupees [ ] only), to the Promoter vide Cheque No. [ ] dated [ ] drawn on [ ]Bank, [ ] Branch Chennai, as booking amount at the time of allotment of the Apartment.

b) The Allottee shall pay the balance consideration amount as per the schedule of payments detailed in the Schedule-D hereunder;

c) The Allottee hereby undertake/s and assure/s that based on the stage intimation letters issued / to be issued by the Promoter to the Allottee, the above payments shall be made by the Allottee within the due date and without any further demand, as time for payment of the above said sums being the essence of the contract and the Allottee is fully informed by the Promoter that any default in payment of the above said amount would affect the completion of the Project;

d) All payments shall be made by Cheques or Demand Drafts or through RTGS. The date of credit of the amount into the account of the Promoter will be considered as the date of payment made by the Allottee and the delayed payment charges will become payable from the due date;

e) The Allottee shall not delay, withhold or postpone the payments due as mentioned in Schedule-D, on whatever reason and in that event, Allottee shall be responsible for any consequential sufferance or damages and they shall adhere to clause 4(f) mentioned herein.

f) 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 and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment

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acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on their part to comply with the applicable guidelines issued by the Reserve Bank of India, they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. PERIOD OF COMPLETION AND HANDING OVER OF POSSESSION:

a) The Promoter shall endeavor to complete the construction of the Apartment in 30 months with grace period of 6 months from the date of this Agreement. The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment as committed, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allottee within 90 days from that date of determination of impossibility of performance. After refund of the money paid by the Allottee, Allottee agrees that he shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

b) The Promoter, upon completion of construction of the Apartment shall

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intimate to the Allottee of the same at the last known address of the Allottee by letter and the Allottee shall take possession of the Apartment within 15 days of receipt of such intimation. The Promoter shall not be liable in any manner whatsoever, for failure of the Allottee to take over possession of the Apartment.

c) Upon receiving a written intimation from the Promoter as per clause 4 (b), the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 4(b), such Allottee shall continue to be liable to pay maintenance charges as applicable.

d) The Promoter shall hand over possession of the Apartment to the Allottee as committed subject to receipt of the entire consideration including the other payments as per Schedule-D. It is made abundantly clear that the obligation of the Promoter to handover the Apartment to the Allottee do not arise until the Promoter receives the entire payment/s as mentioned in Schedule-D.

e) The Allottee shall not do or permit any agent / workers to carry out any work in the Apartment, until possession is handed over to the Allottee.

5. BREACH OF TERMS AND ITS REMEDY:

(a) ALLOTTEE'S COVENANT:

i) In the event of the Allottee failing to pay the aforesaid sums, in the manner provided in Schedule-D or cancel/withdraw from the Project except for the default of the Promoter, then the Promoter at their discretion after due notice of 15 days to the Allottee is entitled to cancel this Agreement and re-allot the Apartment, to the another party and the Allottee shall thereafter have no right, interest or claim over the Apartment. Consequent to such termination, subject to deduction of the booking amount, the Promoter shall refund the monies collected from the Allottee within 90 days of such cancellation without interest, simultaneous to the Allottee executing necessary cancellation and registration of the Agreement and/or sale deed by the Allottee.

ii) The Allottee hereby agrees that the assignment of the Allottee's right under this agreement to any third party is subject to the prior written permission of the Promoter and further agrees to pay to the Promoter an Assignment fee of 5% of Construction Cost ("Assignment Fee").

iii) The Parties hereby confirm that this Agreement and the Agreement for Sale of even date entered into by the Allottee shall co-exist or co-terminate.

iv) It is specifically agreed by the Allottee that the Allottee shall bear all statutory charges from the date of intimating the readiness of the Apartment for handover by the Promoter

(b) PROMOTER'S COVENANT:

Subject to the Force Majeure clause, the Promoter shall be considered to be on default, in the following events:

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a) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

b) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Real Estate Regulatory Authority Act or the rules or regulations made there under;

c) In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

i. Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or

ii. The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate specified in the Rules within 90 days of receiving the termination notice, simultaneous to the execution of cancellation agreement and registration thereof, if required. Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he/she shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment. However, if the Allottee defaults in making timely payment as per the payment schedule in Schedule-D, the Allottee shall not have the right to claim any interest or compensation from the Promoter.

6. MAINTENANCE OF COMMON AREAS AND AMENITIES IN THE PROJECT:

a) The Promoter shall provide essential maintenance services to common areas / amenities / facilities from the date of completion of the Project at reasonable cost, by themselves or through any other agency appointed by the Promoter.

b) The Parties may mutually agree to execute an independent maintenance agreement at the time of handover of the Apartment with the Promoter or nominated maintenance agency. The rights, duties and obligation of maintenance of the Common Areas and amenities provided in the Project may be captured in the said maintenance agreement ("Maintenance Agreement"). The Promoter shall deduct the monthly maintenance charges from the Maintenance Advance, if any collected.

c) Any capital expenditure for providing additional amenities shall be met out by the Promoter from and out of the Corpus Fund with the consent of the association of allottees.

d) The capital expenditure spent of the Corpus Fund shall be replenished by raising pro-rate demand and collection from each Allottee, if the Allottee defaults in making the proportionate Corpus Fund the Promoter shall be entitled to collect the prescribed interest for the due payments.

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e) The Allottee along with the other Allottees of the Project shall ensure that the owners welfare association is formed as per the provisions of the Tamil Nadu Apartment Ownership Act, 1994 ("Owners Association"). The Promoter shall render its co-operation and facilitate in formation of the Owners Association. In the event of default of the Allotee along with the other co-allotees to form the Owners Association within a period of 60 days of such intimation by the Promoter, the Promoter shall be absolved from all liabilities towards maintenance of the Project.

f) The Promoter shall render proper accounts to the Owners Association at the time of handover of the maintenance with respect to the spending from Advance Maintenance charges and Corpus Fund collected.

g) Subsequent to the taking over of maintenance by the Owners Association, the Allottee shall continue to pay the all costs, charges, expenses, relating to the management, maintenance and upkeep of common areas and common facilities / amenities including but not limited to Water Treatment Plant, RO Plants, Lifts, Motors, pumps, bio metric systems, dish antennas, net work cablings etc., etc., within the Project on pro-rata basis or in another manner as deem fit by the Association. The Promoter shall not be liable for any shortcomings or deficiency thereof, in any manner whatsoever.

h) It is specifically agreed by the Allottee that the Allottee shall pay their pro-rata maintenance charges for the common areas, common amenities / facilities in the Project in time and without any delay and in the event of the Allottee's inability to pay the maintenance charges or any default or delay in payment of maintenance charges and deposits if any, the Allottee may be deprived of his/her/its/their rights to enjoy the common facilities and amenities. In addition to that, such defaults will be displayed in the notice board within the Project.

7. SANCTIONS AND APPROVALS:

a) The statutory approvals, including State and Central Government approvals/permissions including amendments / modifications / alterations, its departments, local bodies, authorities, Chennai Metropolitan Development Authority, Tamil Nadu Electricity Board, Corporation of Chennai, and all other concerned authorities, may mandate the Promoter to handover certain percentage of land to the statutory authorities concerned, as a condition for granting approval. The Promoter shall have absolute discretion to determine and identify the portion of the land to be handed over for complying with the terms and conditions of statutory approvals

b) The Promoter hereby covenants that the Project shall be constructed as per the approved building plan.

c) The Allottee is aware that the present plans sanctioned by the competent authority is valid for specific term, the promoter shall be responsible to get the approvals duly renewed, the Allottee hereby gives her specific consent and empower the promoter to file necessary renewal application with appropriate authority and to comply with any statutory requirement for such renewal.

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8. DEFECTS LIABILITY:

The Promoter shall rectify any structural defects with respect to the Apartment (normal wear and tear is exempted), which shall not be as the result of any commission or omission of the Allottee, any damages caused due to the acts of god or natural calamities or fire accidents, any willful or accidental damages caused, any damages caused due to tampering by the Allottee, any product that has been installed by the Promoter brought to the notice of the Promoter within five years from the date of intimating the readiness to handover of the Apartment and thereafter no claim shall be entertained against the Promoter in respect of any alleged defective work in the Apartment and/or Project under any circumstances. The above liability of the Promoter shall be restricted only to rectify / repair the above defects and any consequential damages will not be covered under this Agreement. Structural defects shall not include plastering hairline crack. Third party warranty on products shall be governed by the terms and conditions provided by the manufacturer of the respective products.

9. LOANS AND FINANCIAL ASSISTANCES:

a) The original Sale Deed relating to the Schedule-B Property will be under the custody of the Promoter till such time all / last payment including cost of construction and extra amenities are paid / settled by the Allottee to the Promoter. However, if the Allottee prefers/s to avail loan, the original Sale Deed in respect of Schedule-B Property will be released directly to the mortgagee / Banks / Financial Institutions, after obtaining a commitment letter from the mortgagee / banks / financial institutions. The Promoter undertakes to furnish one set of photocopies of title deeds pertaining to the Schedule-A Property to the Allottee. In the event of foreclosure of the loan by the Allottee prior to handing over the Schedule-C Property by the Promoter to the Allottee, the Allottee shall hand over the original Sale Deed to the Promoter and the Promoter will have the custody of the documents till such time all / last payment including cost of construction and extra amenities are paid / settled by the Allottee to the Promoter.

b) All payments to be paid under this Agreement by the Allottee to the Promoter, apart from loan amount, shall be paid directly by the Allottee to the Promoter;

c) All the loan amount/s, availed by the Allottee, shall be directly disbursed / released by the bank / financial institution to the Promoter and the same shall be treated as payments made on behalf of the Allottee;

d) Not withstanding whether the loan is obtained or not, the Allottee shall still be liable to pay to the Promoter on the due dates the relevant installments and all other sums due under this Agreement and in the event, if there is any delay and or default is made in payment of such amount/s, the Allottee shall be liable for the consequences including payment of delayed payment charges on the outstanding payment as provided in this agreement.

10. RIGHTS AND DUTIES OF THE ALLOTTEE:

a) While the Allottee would have absolute and exclusive ownership/possession/

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enjoyment of the Apartment, after handing over, the Allottee's right, title and interest in the common areas shall be enjoyed in concurrence with other owners/residents of other apartments in the Project, who would be equally entitled to the common amenities/facilities/easements available in the Project, all costs of repairs/maintenance of which common enjoyments shall be shared by all the owners, including the Allottee as per the articles/regulations/bye-laws of the Association to be formed by all the apartment owners in the Project

b) It is abundantly made clear that all the service lines, ducts, watercourses and other facilities passing through the Said Land shall be treated as common to all the owners, which shall be maintained by the Association. The owners of the apartments shall not object to the common services passing through their respective apartments and allow the service persons to do the maintenance services in the areas through which the services are passing through;

c) The Allottee shall adhere to the maintenance and usage guidelines provided by the Association to maintain harmonious community living and ensure that rights and enjoyment of other apartment owners are not affected;

d) The Allottee covenants not to make any alteration in the structure of the Apartment, which may affect directly or indirectly, the structural safety & stability and the aesthetic elevation of the building complex;

e) The Allottee or their tenants (Occupants) and/or Association shall not, at any time, encroach and carry on in the common areas or within the Schedule-A Property, any commercial trade or business or use it for storage of anything which is offensive in nature, hazardous or inflammable or is likely to be a nuisance or danger or diminish the value or the utility of the other portions of the building in the Project in occupation of the owners of other apartments or their successors in title and further shall not do or commit any activity which is unlawful and anti-social;

f) The Allottee shall either in his/her/its/their individual capacity or as a member of the Association / Society, after its formation, come to an understanding with the other owners of the apartment shall operate and maintain all the essential amenities like STP, RO, Genset, fire fighting equipments, elevator, piped gas, Rain water harvesting etc either individually or through the Association whenever required and in good running condition. It is the responsibility of the Allottee and or the Association to ensure proper assistance to the government officials concerned during periodical inspection.

g) The Allottee shall not either in his/her/its/their individual capacity or as a member of the Association, after its formation, come to an understanding with the other owners of the apartment to utilize the common areas for commercial purposes or for earning income from outsiders;

h) The Allottee agrees to sign from time to time all papers and documents and to do all things as the Promoter may require, for the effective completion of the construction and in matters connected with obtaining, erecting and providing the infrastructural facilities like water, sewerage, electricity, etc;

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i) The Allottee shall not encroach upon the common areas;

j) The Allottee shall not decorate the exterior of the proposed buildings in the Project otherwise than in a manner agreed to by the majority of the apartment owners with the prior permission of the Association;

k) The Allottee shall not put up any temporary or permanent structure anywhere in the Project nor change the elevation of the proposed buildings;

l) The Allottee shall not make any alterations in the structural feature of the proposed building like R.C.C. Flooring, Roofing, columns and external walls during / after completion, including the parking space allotted;

m) The Allottee shall use the Apartment only for residential purposes and not to use for any other purposes and for business prohibited by law;

n) The Allottee shall not cause any nuisance to the other occupants of proposed apartments in the Project;

o) The Allottee shall have no right to hinder the progress of construction of the residential apartment buildings in the Project or any part thereof under any circumstances whatsoever, and at whatever stage of construction;

p) The Allottee shall give all necessary support, assistance to the other apartment owners /Association. The supporting common walls and roofs and all common areas of the buildings in the Project shall be maintained and repaired in common by all the owners of the apartments in the Project;

q) The Allottee shall park their cars / vehicles only at the specific car parking space allotted to the Allottee and not at any other place around the building and shall use the Car Parking space only for parking their vehicles and shall not use the parking space for other purposes including storage of materials;

11. RIGHTS AND DUTIES OF THE PROMOTER:

a) The Promoter undertakes to develop the Project with good workmanship using standard materials, through its own labour, materials, tools, machineries and other equipment for the purpose of construction, or by appointing contractors / sub-contractors, engineers and supervisors at their choice and to take steps to complete the Schedule-C Property within the time stipulated for completion of the same;

b) The Promoter shall be responsible and liable to pay the land tax in respect of the Said Land up to the date of execution and registration of Sale Deed in respect of Schedule-B Property or delivery of possession of the Schedule-C Property to the Allottee, whichever is earlier. From the date of intimating the readiness to hand over possession, the Allottee is solely responsible and liable for property tax and other relevant taxes / charges and duties to the respective authorities with respect to the Schedule-B & C Property;

c) The Promoter will provide only electrical points. The cost of electrical fixtures and consumables like bulbs, fans, fittings etc., will be borne by the Allottee;

12. NAME OF THE PROJECT:

The Project to be developed by the Promoter in the Schedule-A Property is named as

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Skyline Kohinoor, which shall not be changed by the Allottee at any point of time. The Promoter is expressly permitted to display, at all times, the name, logo of the Project along with the name of the Promoter or their group companies, upon the Project in such location and in the style and format of the Promoter's choice. The Promoter shall have exclusive proprietary and other rights, title and interest on such name.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14. USAGE:

Use of Stilt Floor and Service Areas: The Stilt Floor and service areas, if any, as located within **Skyline Kohinoor**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the stilt floor in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

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

The Allottee is entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment/ at his/ her own cost.

16. ADDITIONAL CONSTRUCTIONS:

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

17. APARTMENT OWNERSHIP ACT:

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Tamil Nadu Apartment ownership Act, 1994 and Allottee shall comply with the compliance as required under the Apartment Ownership Act.

18. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the

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said apartment/plot/building, as the case may be.

19. RIGHT TO AMEND:

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

21. WAIVER NOT A LIMITATION TO ENFORCE:

a) The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

b) Failure on the part of the Promoter 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.

22. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

24. NOTICES:

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

For Skyline Construction

Proprietor

_____ (Allottee)

_____ (Allottee Address)

M/s. Skyline Construction (Promoter)

New No.15/1, Old No.7/1, Sri Krishnapuram Street

Royapettah, Chennai 600 014

It shall be the duty of the Allottee and the promoter to inform each other of any change in the above address subsequent to the execution of this Agreement by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

27. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

28. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

29. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through arbitrator appointed by mutual consent of parties under the provisions of Arbitration and Conciliation Act.

SCHEDULE - A

(Description of the Total Land)

All that piece and parcel of the property being land with building (demolished), at Old No.16 New No.35, Masilamani Road, Balaji Nagar, Royapettah, Chennai-600014, measuring an extent of 6527 Square Feet of land comprised in R.S. No.629/A (Mylapore), O.S. No.3952, C.C. No.452, as per present PLR extract R.S. No.629/53, Block No.11 of Mylapore Village, Mylapore Taluk, Chennai District, bounded on the

North by	-	Hanumantha Rao Street,
South by	-	Ranganathan Chettiar's house and ground,
East by	-	Old No.13, Justice Ramprasad Rao's Bungalow
West by	-	Masilamani Mudaliar Road

and situate within the registration Sub-District of Mylapore and Registration District of Chennai Central.

For Skyline Construction

Proprietor

SCHEDULE - B

(UDS of land to be conveyed to the Allottee by separate Sale Deed)

[ ] square feet undivided share of land in the Schedule-A Property.

SCHEDULE - C

(Description of Apartment to be constructed)

Apartment No.____ situated on the _____ floor, with a super built up area measuring about _____ sq.ft (including a share in common built up area) and RERA carpet area measuring about ____ sq.ft, being built on the Schedule-A property as per specification stated in Annexure-1 below, together with one reserved car parking earmarked as ____ in stilt floor of the residential apartment complex known as **Skyline Kohinoor.**

SCHEDULE - D

(Schedule of Payment)

Schedule of payments to be paid by the Allottee to the Promoter for construction and delivery of the Schedule-C Property:

S.No:	Description of Stage	Amount (INR)
1	Booking Advance	20%
2	On Completion of Foundation	10%
3	On Completion of Stilt floor slab	10%
4	On Completion of First floor slab	10%
5	On Completion of Second floor slab	10%
6	On Completion of Third floor slab	10%
7	On Completion of Fourth floor slab	10%
8	On Completion of Fifth floor slab	10%
9	On Completion of Plastering of said flat	5%
10	On Handing over	5%
	Total	**100%**

ANNEXURE – I

(Features of the Apartment)

Structure:

Structure - RCC framed structure as per Structural Engineer's drawings

Elevation - As per Architect's approved drawings

Walls - Outer walls 8" thick and Inner Walls 4" thick of Birla Aerocon block or similar and plastered with cement mortar

For Skyline Construction

Proprietor

Flooring:

Living / Bedroom	-	Imported Marble (Rs.500/- per sq.ft including laying)
Toilet	-	Anti skid Tiles (Rs.100/- per sq.ft including laying)
Kitchen	-	Imported Marble (Rs.500/- per sq.ft including laying)
Staircase / Lobby	-	Granite
Car Park	-	Kajaria / Ultra or similar Tiles

Doors:

Main Door	-	Sumai door (model SD 10, 44 mm thick shutter) provided with Yale biometric lock (model YDM 4115-A or YDM 4109), Dorset Rim lock, door eye, safety chain, tower bolt and doorstopper
Other Doors	-	Sumai doors (model SD 05A, 40 mm thick shutter) provided with dorset lock, tower bolt and doorstopper
Windows	-	All windows will be of Aluminium or Fenesta / Saint Gobain make UPVC and fitted with plain glass

Kitchen:

Platform	-	RCC slab with Black Granite Top and Carysil Quartz Sink
Wall Tiles	-	Ceramic wall tiles for 2 ft above platform (Rs. 100/- per sq.ft)

Toilets:

Fittings	-	Single lever Mixer with overhead shower (Jaguar-Aria make)
Wash basin	-	White colour wash basin (Roca - The Gap / Nexo or similar)
EWC	-	White colour EWC (Roca - The Gap / Nexo or similar)
Wall Tiles	-	Concept wall tiles upto ceiling height (Rs. 100/- per sq.ft)

Painting:

All walls / Ceiling	-	One coat of primer and two coats of Asian Premium emulsion paint with putty
Exterior	-	One coat of Primer and two coats of Asian Apex Ultima paint

TV/Phone Point:	-	Concealed TV/telephone wiring would be done and points provided in the living room and all bedrooms

Electrical:

Wiring	-	Concealed wiring using Finolex / Orbit cables
Switches	-	Modular switches of Wipro or Norysis make. AC switches would be provided in living, dining room and all bedrooms
Circuit Breakers	-	Wipro or Norysis make
Meters	-	Each flat would be provided with a separate meter located on the main board in the ground floor and a sub-main board inside the flat for easy isolation of the supply
Phase Changer	-	3-phase automatic phase changer would be provided
Plumbing	-	External and Concealed plumbing will be done using Finolex / Ashirvad / Birla make CPVC / UPVC pipes

For Skyline Construction

Proprietor

Bore Well	- Two bore wells of adequate depth would be provided
Sump	- 1 underground sump of adequate capacity would be provided
Lift	- 6 passenger Johnson/Schindler or similar automatic lift would be provided
Car Park	- Reserved car park would be provided in stilt floor
Servant Toilet	- Toilet for servants / drivers will be provided
Name Plate	- Each flat would be provided with a number plate at the entrance of the flat, nameplate at the stilt floor and name of the building in Metal letters or illuminated letters
Generator	- 100% Generator back up would be provided with soundproof acoustic enclosure and AMF panel for automatic changeover
Home Security	- CCTV for common areas with DVR recording and Video Door Phone for each flat would be provided
Changes	- We shall try to best accommodate requests for changes, provided they do not alter the structural design, plumbing design, and elevation. Changes may be made by the developer if required, and communicated to the allottees

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND SIGNED THEIR NAMES ON THIS CONSTRUCTION AGREEMENT ON _____ DAY OF _____.

WITNESSES:

For Skyline Construction

PROMOTER Proprietor

ALLOTTEE



our services doesn't just end there

Buying & Selling Services

Property Buying Assistance, Property Selling Support, Market Price Analysis, Owner Outreach and Negotiation.

Legal & Documentation Services

Certified EC, Patta, legal opinions, property verification, due diligence, litigation solutions, and legal heir certificates.

Property Development & Approvals

Building plan approvals, construction, layout and sub-division approvals, zone conversion, and occupancy certification.

NRI & Investment Services

Escrow Services, Rentals, Litigation Solutions, Property Valuation and Property Management

Compliance & Special Services

Demolition, Vaasthu checks, regularization of unauthorized buildings, and office space solutions.



empowering your real estate decisions with smart tools

Property Valuation & Cost Estimation

Guideline Value, Apartment Composite Value, Stamp Duty & Registration Fees Calculator, Building Value Calculator, Capital Gains Calculator, Area Unit Converter, Length Unit Converter

Ownership, Compliance & Legal Verification

Encumbrance Certificate (EC) Search, Find Your SRO, Temple Property Check, WAQF Property Check, View Patta/Chitta, View FMB, Patta Analyzer, EC Analyzer

Zoning & Land Use Analysis

Land Use Zone Finder, CRZ Zone Check, Aquifer Zone Check, CBA Check, EWS Check, Road Width Check, Proposed Road Widening Check, FSI Calculator

Property Documentation & Workflow Tools

Forms & Templates, Document Generator, Document Translation, Dictionary

Vastu & Property Management Tools

Home Vastu Shastra, Plot Vastu Shastra, Property Management

Verified RealEstate™

We're honored to be part of your real estate journey

3/350/2 Mettukuppam,
OMR Thoraipakkam,
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