

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this __ day of _____, 2021,

By and Between

1. **M/s Krishnapriya Reality LLP, (PAN: AAUFK4315Q)**

a Limited Liability Partnership having its registered office at No. 100/1, Citi Centre,
Opposite to Town Hall, J.C. Road,
Bengaluru – 560 002,
represented by its Designated Partner,

Mr. Avnash Amarlal

(Aadhar No. 6476 7740 8988).

2. **M/s. DNR Corporation Private Limited,**

A Private Limited Company incorporated under
The Companies Act, 1956 and
Having its registered office at
A-304, Queens Corner,
Queens Road,
Bengaluru – 560 001.

PAN: **AACCD8007D**

Represented by its Managing Director,
Shri. Vipul Kumat

Aadhar Card No. **5264 5965 2493**,

hereinafter collectively referred to as "Promoters" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include all its partners, successors-in-office and permitted assigns) of the One Part.

AND

Shri./Smt. _____,
Son/daughter/wife of _____,
Aged about _____,
Residing at _____,
_____, _____

PAN _____

Aadhar No. _____

hereinafter called "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the Second Part.

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

WHEREAS:

- A. The Promoter No. 1 is the absolute owner of the immovable Property bearing BBMP Khatha Serial No. 1 Survey No. 129 & 130, earlier bearing Survey No. 129 and Survey No. 130, measuring 13700.95 Sq mt or 1,47,477 square feet (converted vide Official Memorandum in No. ALN(E)(B)SR:5/09-10, dated 29/05/2009 issued by the Special Deputy Commissioner, Bengaluru District,) situated at Byrathi Village, Bidarahalli Hobli, Bengaluru East Taluk which is more fully mentioned and described in Item No. 1 of the Schedule hereunder.
- B. The Owner is also the absolute owner of the immovable Property bearing Survey No. 103/1, measuring 2 acres, Survey No. 103/2, measuring 2 acres, Survey No. 103/3, measuring 1 acre 23 guntas, in all measuring 5 acres 23 guntas, situated at Chikka Gubbi Village, Bidarahalli Hobli, Bengaluru East Taluk which is morefully mentioned and described in Item No. 2 of the Schedule hereunder.
- C. The Properties mentioned and described in the Item No. 1 and Item No. 2 of the Schedule hereunder totally measures 8 acres 38.02 guntas and unless specifically mentioned is collectively referred to as “Schedule Property”.
- D. The Owner acquired the Schedule Property by virtue of the below mentioned Sale Deeds:
- i] Sale Deed dated 14/06/2021, executed by Mrs. Pamela Oberoi and others registered vide Document No. SHV-1-01900/2021-22 of Book I, stored in C.D. No. SHVD 927, in the Office of the Sub-Registrar, Shivajinagar, Bengaluru with respect to Item No. 1 of the Schedule Property;
 - ii] Sale Deed dated 02/11/2021, executed by M/s. Aveda Properties registered vide Document No. BNS-1-09876/2021-22 of Book I, stored in C.D. No. BNSD 1376, in the office of the Sub-Registrar, Shivajinagar, Bengaluru with respect to Item No. 2 of the Schedule Property;
- E. The Katha of the Item No. 1 of the Schedule Property is registered in the name of the Owner in the revenue records of the Bruhat Bengaluru Mahanagara Palike, Bengaluru and taxes with respect to the Item No. 1 is being paid to the Bruhat Bengaluru Mahanagara Palike, Bengaluru.
- F. The Katha of the Item No. 2 of the Schedule Property is registered in the name of the Owner in the revenue records of the Kannur Grama Panchayathi and taxes with respect to the Item No. 2 is being paid to the Kannur Grama Panchayathi.

- A. The Promoter No. 2 is a company engaged in the business of real estate development and construction and the Promoter No. 1 has entered into the Joint Development Agreement dated 25-04-2022, registered vide Document No. INR-1-00980/2022-23 of Book- I, stored in C.D. No. INRD1059, in the office of the Sub-Registrar, Shivajinagar (Indiranagar), Bengaluru for development of the Said Land by constructing multistoried building of residential apartment complex as may be sanctioned by the concerned Local Authority based on plans to be drawn by the Promoter No. 2.
- B. The Promoter No. 1 have been in peaceful possession and enjoyment of the Said Land and has been duly paying all taxes, cess, outgoings and all other public charges and has absolute unfettered right, title and interest in the Said Land.
- C. The Promoter No. 2 has obtained approval of the building plan comprising Two basements, ground and Twenty Two upper floors for construction of the multistoried residential apartment complex on the Said Land vide L.P. No. ಬೆಂಗಳೂರು/ನಮ/ಅಸ /ಅಅ-2/ತಾಸ-3/ಉ//23/2022-23, dated 31-03-2023 issued by the, Bangalore Development Authority and the Project is being developed by the Promoters will be known as “DNR PARKLINK-Phase 1”.
- D. The Promoters agrees and undertakes that it shall not make any changes to the Approvals except in strict compliance with section 14 of the Karnataka Real Estate Regulatory Authority Act and other laws as applicable;
- E. The Promoters have registered the Project under the provisions of the Act with the Karnataka Real Estate Regulatory Authority at Bengaluru on _____ under Registration No. PRM/KA/RERA/____/____/PR/_____/_____;
- F. The Allottee has applied for an apartment in the Project vide Application No. _____ dated _____ and has been allotted an Apartment No. _____ having carpet area of _____ square feet, type _____, on _____ floor in [tower/block/building] No. _____ along with covered/open parking No. _____ admeasuring _____ square feet as permissible under the applicable law and of pro rata share in the common areas (“**Common Areas**”), as defined under clause (n) of Section 2 of the Act and the said

Apartment is more fully mentioned and described in the Schedule 'A' hereunder and hereinafter referred to as **"Apartment"**;

- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein and have affixed their signatures;
- H. 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;
- I. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- J. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the covered/open parking.

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

1. Definitions:

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

- a) **"Act"** shall mean the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- b) **"Agreement"** shall mean this Agreement for Sale including the recitals above, the schedules and all annexures attached hereto, as amended from time to time;
- c) **"Association of Allottees or Owner's Association"** shall both mean the same, to be formed by the owners of the Apartments in the Project for the purpose of holding and maintenance of the Common Areas, the Common Amenities and Facilities of the Project;
- d) **"Apartment"** means the Apartment allotted to the Allottee by the Promoters and agreed to be sold under this Agreement and mentioned and described in Schedule 'A' here below;
- e) **"Apartment Specifications"** shall mean the broad specifications of the Apartment and detailed in the Schedule "D" here below or any equivalent thereof;
- f) **"Appropriate Government"** shall mean the Government of Karnataka;

- g) **“Approvals”** shall mean all those sanctions, certificates, approvals, permits, no-objection certificates, consents, including and not limited to building plans, development plan, etc., as are necessary and obtained from the statutory authority, for construction and development of the Project;
- h) **“Authority”** shall mean the Karnataka Real Estate Regulatory Authority, established under the Act and Rules shall include the Real Estate Appellate Tribunal;
- i) **“Building”** shall mean the building block/tower in the Project where the Apartment is located;
- j) **“Carpet Area”** shall mean the net usable floor area of the Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open area, but includes the area covered by the internal partition walls of the Apartment;
- k) **“Common Areas”** shall collectively mean the Common Areas of the Project as defined under Section 2(n) of the Act, including but not limited to the land, common basements, terraces, parks, play areas, open parking areas all community and commercial facilities etc., in the Project as provided under the Act;
- l) **“Force Majeure”** shall mean a case of war, flood, draught, fire, cyclone, earthquake, pandemic or any other calamity caused by nature affecting the regular development of the Project;
- m) **“Maintenance Agency”** shall mean the Promoter or any of its nominee/ subsidiary or assigns or any person/entity appointed by the Promoters or the Association of Allottees as the exclusive maintenance managers of the Project and its Common Areas and services to be provided in the Project;
- n) **“Notice”** shall mean any notice, request, demand or other communication required or permitted to be given under this Agreement;
- o) **“Payment Plan”** shall mean the payment of the Total Price payable by the Allottee to the Promoters on such dates as mentioned in Schedule “C” here below;
- p) **“Specifications”** shall mean the broad specifications of the Development and Project detailed in the Schedule ‘F’ here below;
- q) **“Project”** shall mean the real estate project of multistoried building comprising a residential apartment complex being developed on the Said Land as may be decided by the Promoter No. 2 and known as **“DNR PARKLINK”**;
- r) **“Project Specifications”** means the broad specifications of the Project with the provision of the Common Areas provided therein and detailed in Schedule ‘E’ here below;
- s) **“Rules”** means the Karnataka Real Estate (Regulation and Development) Rules, 2017 made under the Real Estate (Regulation and Development) Act, 2016;
- t) **“Regulations”** means the Regulations made under the Real Estate (Regulation and Development Act, 2016;
- u) **“Said Land”** means the Property bearing Survey No. 129 & 130, earlier bearing Survey No. 129 and Survey No. 130, measuring 13700.95 Sq mt or 1,47,477

square feet, situated at Byrathi Village, Bidarahalli Hobli, Bengaluru East Taluk and Survey No. 103/1, measuring 2 acres, Survey No. 103/2, measuring 2 acres, Survey No. 103/3, measuring 1 acre 23 guntas, in all measuring 5 acres 23 guntas, situated at Chikka Gubbi Village, Bidarahalli Hobli, Bengaluru East Taluk.

- v) **“Statutory Payments”** shall mean statutory charges, levies, taxes or new pronouncements by applicable law, amendments to the current laws, introduction of new statutory levies, taxes, cess etc., GST, which may be imposed by the Authorities – State and Central Government from time to time and includes such amounts, charges, deposits and any amount collected towards providing infrastructure towards BESCOM and BWSSB and stamp duty, registration and any statutory dues/fees/penalties, cost towards the additional works, modification charges etc.
- w) **“Total Price”** means the sum total of the cost payable towards the Apartment by the Allottee to the Promoter as detailed in Clause 2.2 here below;
- x) **“Section”** means a section of the Act.

2. Terms:

- 2.1. Subject to the terms and conditions as detailed in this Agreement and the rights and obligations of the Allottee as specified in the Schedule ‘G’ here below, the Promoters agree to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment as specified in Recital ‘H’ here above.
- 2.2. The Total Price for the Apartment based on the carpet area is Rs. _____/- (Rupees _____ only). The Total Price of the Apartment is calculated in the manner mentioned here below:

Agreement Value	
Particulars	
Base Price - Total	
Floor Rise (FRC)	
Car Park Development Charges	
Podium Facing Charges (PF)/City View Facing Charges (CV)	
Premium View Charges (PV)	
Total	

Other Charges 1	
Particulars	
Electricity & Water Infra Charges (BESCOM & BWSSB)	
Infra Charges (DG, Gas Bank, Solid Waste Management System, FTTH)	

Club Development Charges	
Legal Fees	
Total	

Other Charges 2	
Particulars	
Maintenance Charges (for one year in advance)	
Corpus Fund for Association	
Total	

TOTAL CONSIDERATION	
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Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoters towards the Apartment;
- (ii) The Total Price above includes the Statutory Payments (consisting of tax paid or payable by the Promoters by way of Goods and Service Tax (GST) or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoters, by whatever name called) up to the date of handing over of the possession of the Apartment to the Allottee and the Common Areas in the Project to the Association of Allottees or the competent authority, as the case may be, after obtaining the occupancy certificate.

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

Provided further that if there is any increase in the Statutory Payments after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged to the Allottee;

- (iii) The Promoters shall periodically intimate in writing to the Allottee, the instalments towards the Total Price and the Allottee shall make payment as demanded by the Promoters within the time and in the manner specified therein. In addition, the Promoters shall provide to the Allottee the details of the Statutory Payments paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc., have been imposed or become effective;
- (iv) The Total Price includes recovery of price of Said Land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting

equipment in the common areas, maintenance charges as per **Clause 12.1** etc., and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

- 2.3. 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 Promoters 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 completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged to the Allottee.
- 2.4. The Allottee shall make the payment as per the Payment Plan.
- 2.5. The Promoters may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ ____% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottee by the Promoters.
- 2.6. It is agreed that the Promoters shall not make any additions and alterations in the sanctioned plans and the Specifications and the nature of fixtures, fittings and amenities described in the Apartment Specifications and the Specifications (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoters may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 2.7. The Promoters shall conform to the final Carpet Area that has been allotted to the Allottee after construction of the Building and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The total price payable for the Carpet Area shall be recalculated upon confirmation by the Promoters. If there is reduction in the Carpet Area, which is more than three percent of the Carpet Area of the Apartment, then the Promoters shall refund the excess money paid by the Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area, which is not more than three percent of the Carpet Area of the Apartment, allotted to the Allottee, the Promoters may demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 2 of this Agreement.
- 2.8. Subject to **Clause 10.3** the Promoters agree and acknowledge, that the Allottee shall have the right to the Apartment as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the Apartment;

- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoters shall hand over the Common Areas to the Association of Allottees after duly obtaining the occupancy certificate from the competent authority as provided in the Act;
 - (iii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment as the case may be.
- 2.9. It is made clear by the Promoters and the Allottee agrees that the Apartment along with ____ open/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Development is an independent, self-contained project in the overall development being made on the Said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that the facilities and amenities provided in the Project shall be available for use and enjoyment of all the Allottees of the Project.
- 2.10. The Promoters agree to pay all outgoing before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoing (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 Apartment).
- 2.11. The Allottee has paid the sum of Rs. _____/- (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the balance Total Price as prescribed in the Payment Plan 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 under this Agreement, he shall be liable to pay interest at the rate prescribed in the Rules.

3. Mode of Payment:

- 3.1. Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of “_____” payable at Bengaluru.

4. Compliance of Laws relating to remittances:

- 4.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer

of immovable properties in India etc., and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 4.2. The Promoter accepts no responsibility in regard to matters specified in Clause 4.1. above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

5. Adjustment/Appropriation of Payments:

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

6. Time is Essence:

- 6.1. The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the Common Areas to the Association of Allottees or the competent authority, as the case may be.

7. Construction of the Project / Apartment:

- 7.1. The Allottee has seen the Approvals which has been approved by the competent authority, Apartment Specifications and the Project Specifications [annexed along with this Agreement] and has accepted the floor plan and Payment Plan. The Promoter shall develop the Project in accordance with the said Approvals floor plans and the Specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by the Approvals and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the concerned statutory authority and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

8. Possession of the Apartment:

- 8.1. The Schedule for possession of the Apartment – The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the Association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to

hand over possession of the Apartment along with ready and complete Common Areas with all Specifications, amenities and facilities of the Project in place on 30-10-2026, unless there is delay due to 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 allotment within forty-five (45) days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 8.2. Procedure for taking possession - The Promoter 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. The Allottee shall within three (03) months from the date of receipt of the intimation from the Promoter, pay the full Total Price to the Promoter and obtain the conveyance of the Apartment in his/her favour from the Promoter and extend all co-operation to the Promoter to complete execution and registration of the sale deed in favour of the Allottee.. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, agree(s) to pay the maintenance charges as determined by the Promoter or the Association of Allottees, as the case may be from the date of issuance of the occupancy certificate for the Project. The Promoter shall hand over the occupancy certificate of the Project, as the case may be, to the Allottee at the time of conveyance of the same.
- 8.3. Failure of the Allottee to take possession of the Apartment- Upon receiving a written intimation from the Promoter as per Clause 8.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation in favour of the Promoter, 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 8.2, the Allottee shall continue to be liable to pay maintenance charges as specified in Clause 8.2 and holding charges at the rate of Rs 2/- per square feet per month plus GST.
- 8.4. Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the Association of Allottees or the competent authority, as the case may be, as per the local laws.
- 8.5. Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project only in case of an Event of Default committed by the Promoter in terms of Clause 10 below :Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment, which shall be equivalent to 10% of the Total Price plus taxes (i.e., GST) paid and brokerage, if any. The balance amount of money paid by the Allottee shall be returned, without interest, by the Promoter to the Allottee once the Schedule A

property is resold to another purchaser subject to the Allottee discharging the loan if any obtained on the security of the Apartment and handing over the original of this Agreement duly cancelled and executing and registering the Cancellation Deed with the jurisdictional Sub-Registrar.

- 8.6. Compensation – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 8.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment with interest at the rate prescribed in the Rules including compensation in the manner as provide 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.

9. Representations and Warranties of the Promoter:

- 9.1. The Promoters hereby represents and warrants to the Allottee as follows:
- (i) The Promoters has absolute, clear and marketable title with respect to the Said Land with 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 Promoters has lawful rights and requisite Approvals from the competent authorities to carry out development of the Project;
 - (iii) There are no encumbrances upon the Said Land or the Project;
 - (iv) There are no litigations pending before any Court of law or Authority with respect to the Said Land, Project or the Apartment;
 - (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Said Land, Building and the Apartment and common areas;
 - (vi) The Promoters 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 or any other agreement / arrangement with any person or party with respect to the Said Land, including the Project and the Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

- (viii) The Promoters confirms that the Promoter is not restricted in any manner whatsoever from selling the Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoters 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 Said Land 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 Said Land;
- (xi) The Promoters has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authorities till the occupancy certificate has been issued and possession of the Apartment, along with the Common Areas(equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of Allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

10. Events of Defaults and Consequences:

- 10.1. Subject to the Force Majeure, the Promoter shall be considered under a condition of Default, in the following events:
 - (i) The Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 8.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate or completion certificate, as the case may be, has been issued by the competent authority;
 - (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or regulations made there under.
- 10.2. In case of default by the Promoter under the conditions listed above, the Allottee is entitled to the following:
 - (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any 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 prescribed in the Rules within forty-five days of receiving the termination notice subject to the Allottee discharging the loan if any obtained on the security of the Apartment and handing over the original of this Agreement duly cancelled and executing and registering the Cancellation Deed with the jurisdictional Sub-Registrar: Provided that where the Allottee does not intend to withdraw from the Projector terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee fails to make payments for 2 consecutive demands made by the Promoter as per the Payment Plan, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of default by the Allottee under the condition listed above continues for a period beyond 2 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and Promoter herein is entitled to forfeit the booking amount paid for the allotment, which shall be equivalent to 10% of the Total Price plus taxes (i.e., GST) paid and brokerage, if any. The balance amount of money paid by the Allottee shall be returned, without interest, by the Promoter to the Allottee once the Schedule A property is resold to another purchaser subject to the Allottee discharging the loan if any obtained on the security of the Apartment and handing over the original of this Agreement duly cancelled and executing and registering the Cancellation Deed with the jurisdictional Sub-Registrar..

Provided that the Promoter shall intimate the Allottee about such termination atleast thirty days prior to such termination.

11. Conveyance of the Apartment:

- 11.1. The Promoter, on receipt of Total Price of the Apartment from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within three (03) months from the date of issuance of the occupancy certificate to the Allottee. However, in case the Allottee fails to pay the full Total Price or deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of full Total Price, stamp duty and registration charges to the Promoter is made by the Allottee.
- 11.2. The stamp duty and the registration charges, prevailing at the time of registration of sale deed, legal expenses and all other miscellaneous and incidental expenses for execution and registration of the Sale Deed including the deficit stamp duty and registration fee that may be demanded by the Special Deputy Commissioner for Detection of Undervaluation of Stamps and other Authorities for conveyance of the Apartment and the proportionate share of the Common Areas shall be borne by the Allottee. The Sale Deed preparation and registration shall be done only through the Advocate Firm identified by the Promoter to ensure that uniformity is maintained in documentation for the entire Project. In the event of the Sale Deed being referred to the authorities for adjudication of stamp duty and/or under

valuation of the Apartment and/or the Common Area, it is the responsibility of the Allottee to attend to the same at his cost and secure release of the Sale Deed and the Promoter shall have no liability in respect thereto.

12. Assignment/Nomination:

- 12.1. The Allottee shall not be entitled to transfer or assign his/her rights in this Agreement to any third party, till the payment of the entire consideration and the handover of possession of the Apartment and upon obtaining a written consent from the Promoters. The Allottee shall not have the right, in any way to sell, assign or transfer the interest under this Agreement at any time before the handover of the Apartment or registration of the sale deed whichever is later.
- 12.2. Transfer- Promoter at his discretion may allow the Allottee to assigns his /her rights on the Schedule property by paying an assignment fee of Rs 150/sq ft on the Carpet Area.

13. Maintenance of the Building / Apartment / Project:

- 13.1. The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Allottees upon the issuance of the occupancy certificate of the Project. The cost of such maintenance, for 12 months, has been included in the Total Price.

14. Defect Liability:

- 14.1. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoters as per the Agreement relating to such development, and such defects not being attributable to the acts or omissions of the Allottee, is brought to the notice of the Promoters within a period of 5 (five) years by the Allottee from the date of handing over the Apartment for fit-outs or from the date of intimation by the Promoter to handover the Apartment upon completion, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days. Provided, however, that the word defect here means only the manufacturing & workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of Apartment by the Allottee or occupants or by the Owner's Association and vagaries of nature etc.

15. Right to enter the Apartment for Repairs:

- 15.1. The Promoters / Maintenance Agency /Association of Allottees shall have rights of unrestricted access of all Common Areas, covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association of Allottees and/or Maintenance Agency to enter into the Apartment 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.

16. Usage:

- 16.1. Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and

the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Allottees formed by the allottees for rendering maintenance services.

17. Club:

- 17.1. The Promoter, as part of the development, endeavor to provide recreational facilities such as club house (including swimming pool and other amenities) for the benefit, enjoyment and use of the Allottee or occupants of all the Phases of development on the Said Land. The Promoter shall determine the rules and regulations, conditions of access, use as well as charges for use of the club house and various facilities and the Allottee agrees to abide by that. The decision of the Promoter shall be final and binding in maintaining such recreational facilities. The Allottee shall have the right to use the club house, swimming pool and other amenities along with other occupants. The Allottee shall also pay the subscription maintenance and administrative charges of the clubhouse and amenities as demanded by the Promoters.

18. General compliance with respect to the Apartment:

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

19. Compliance of Laws, Notifications etc., by the Parties:

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

20. Additional Constructions:

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

21. Promoters not to Mortgage or Create Charge:

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

22. THE KARNATAKA APARTMENT OWNERSHIP ACT, 1972 and THE KARNATAKA OWNERSHIP FLATS (REGULATION OF THE PROMOTION OF THE CONSTRUCTION, SALE, MANAGEMENT AND TRANSFER) ACT, 1972:

- 22.1 The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Karnataka Apartment of Ownership Act, 1972(Karnataka Act 17 of 1973) and the Karnataka Ownership Flats (Regulation of the Promotion of the Construction, Sale, Management and Transfer) Act, 1971. The Promoter showing compliance of various laws/regulations as applicable in the State of Karnataka and its revision thereafter from time to time.

23. Binding Effect:

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

24. Entire Agreement:

- 24.1. 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 Apartment.

25. Right to Amend:

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

26. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE OR SUBSEQUENT ALLOTTEES::

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

27. Waiver not a limitation to enforce:

27.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan 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.

27.2. Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

28. Severability:

28.1. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable 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.

29. Method of calculation of proportionate share wherever referred to in the Agreement:

29.1. Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottee(s) in the Project, the same shall be the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in the Project.

30. Further Assurances:

30.1. 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.

31. Place of Execution:

- 31.1. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar -----, Bengaluru. Hence this Agreement shall be deemed to have been executed at_____.

32. Notices:

- 32.1. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified in the beginning of this Agreement.
- 32.2. It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

33. Joint Allottees:

- 33.1. That in case there are Joint Allottees all communications shall be sent by the Promoters 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.

34. Savings:

- 34.1. Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Apartment, prior to the execution and registration of this Agreement shall not be construed to limit the rights and interests of the Allottee under the Agreement or under the Act or the rules or the regulations made there under.

35. Governing Law:

- 35.1. That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.

36. Dispute Resolution:

- 36.1. 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 the adjudicating officer appointed under the Act.

In witness whereof, the Parties hereinabove named have set their respective hands and signed this Agreement at Bengaluru in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee (including joint buyers)

(1) Signature _____

Name _____

Address _____

Please affix
photograph
and sign
across the

(2) Signature _____

Name _____

Address _____

Please affix
photograph
and sign
across the

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter (Authorized signatory)

(1) Signature _____

Name _____

Address _____

Please affix
photograph
and sign
across the
photograph

At Bengaluru on __/__/__ in the presence of Witnesses:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

Schedule – ‘A’

(Description of the Apartment agreed to be sold under this Agreement and proportionate undivided share to be conveyed to the Owner’s Association)

- I. All that Residential Apartment bearing No. ____ on the ____ Floor of Block ____ of “_____” being built on the Project, having a Carpet Area of _____ square feet and ____ Covered/Open Car Parking Space/s in the basement and the Apartment is bounded on the :

East by :

West by :

North by :

South by :

- II. ____% undivided share in the Common Areas to be conveyed to the Owner’s Association, which shall be proportionate to the area of the Apartment.

Schedule – ‘B’

(Floor Plan of the Apartment)

Schedule – ‘C’

(Payment Plan)

On Executing Sale Agreement	10%	
Within 15 days from the date of agreement	10%	
completion of Tower Foundation	5%	
Completion of Tower Podium/ Ground Level Slab	5%	
Completion of first Floor Slab	5%	
Completion of 4th Floor Slab	5%	
Completion of 7th Floor Slab	5%	
Completion of 10th Floor Slab	5%	
Completion of 13th Floor Slab	5%	
Completion of 16th Floor Slab	5%	
Completion of 19th Floor Slab	5%	
Completion of 22nd Floor Slab	5%	
Completion of 25th Floor Slab	5%	
Completion of 27th Floor Slab	5%	
Completion of final slab	5%	
completion of internal wall finishes of tower	5%	
Completion of External finishes of tower	5%	
Possession	5%	
TOTAL	100%	

Schedule – ‘D’
(Specifications of the Project)

Structure

- Seismic Resistant RCC Framed Structure.
- Cement Blocks/Light weight Blocks for all Walls.

Lobby

- Elegant Ground Floor lobby with flooring and cladding in Granite/Marble
- Combination of Vitrified tiles & Marble/Granite for upper floors lobbies and for cladding.
- All internal Lobby walls partially in texture paint and ceilings in OBD.

Foyer, Living and Dining

- Larger Format Size Premium Quality Vitrified Tiled Flooring.

Master Bed Room

- Premium Laminated Wooden Flooring.

Other Bed rooms

- Premium Quality Vitrified Tiled Flooring.

Kitchen

- Premium Vitrified Tiled Flooring.
- Ceramic Tiled Flooring and Tile Dado in the Utility.

Utility

- Granite counter with Single Bowl Steel Sink with drain board.

Toilets

- Designer/Rustic Premium Quality Tiles for Flooring and Walls.
- Granite Counters with Ceramic Wash Basin in all the Toilets.
- EWCs and Chrome plated fittings.
- Grohe / Kohler or equivalent Single Lever Tap and Shower Mixer.
- Provision for Geysers in all toilets including the Maid's Toilet.
- Grid False Ceiling.

Doors

- Main Door –Veneer finish door on both surfaces with Hard Wood frame.
- Other Internal Doors – Polish finished flush doors with Hard Wood frame.

External Doors and Windows

- UPVC / Anodized Aluminum Frames and Sliding Shutters for all External Doors.
- 3 track UPVC/Anodized Aluminum Framed Windows with Clear Glass and Mosquito Mesh Shutters.
- MS Designer Grill, Enamel Painted for Ground Floor Apartments only.

Painting

- Exterior Paint on External Walls.
- Internal Emulsion Paint /Tractor Emulsion Paint on Internal Walls and Ceilings.
- Enamel Paint on all Railings.

Electrical

- Concealed electrical wiring with PVC isolated copper wires (Havells/Polycab or equivalent) with modular switches.
- Sufficient power outlets and light points provided.
- 5 KVA power will be provided for 2 BHK.
- 6 KVA power will be provided for 2.5 BHK .
- 6 KVA power will be provided for 3 BHK
- TV and telephone points provided in the Living Area and Bedrooms.
- Provision to install split AC in Living Area and in Bedrooms.
- ELCB and individual meters will be provided for all Apartments.

Security System

- Security Cabinets at all Entrances and Exits, with CCTV coverage.

DG Power

- Power backup will be provided for all Common area/ services and Lighting for every flat.

Fire

- External Fire Hydrants & Sprinklers as per Fire Norms.

Schedule – ‘E’

(Specifications of the Development)

List of common amenities

Amenities:

- Swimming pool.
- Kids pool.
- Sauna and Steam for men and women with changing rooms.
- Jacuzzi.
- Snooker.
- Foosball
- Yoga room
- Squash Court.
- Fully functional gym.
- Multi Indoor Games room Table Tennis/ Chess/ Carom.
- Multipurpose hall for social gatherings.
- Kids Play Zone.
- Security Cabinets at all Entrances and Exits, with CCTV coverage.
- Lawn Tennis Court, Badminton Court, Basketball court, Jogging and cycling track.
- Seating Enclave.

Schedule – ‘F’

(Description of the Entire Property)

Item No. 1:

All that piece and parcel of residentially converted undeveloped lands bearing BBMP Khatha Serial No. 1 Survey No. 129 & 130, earlier bearing Survey No. 129 and Survey No. 130, (converted vide Official Memorandum in No. ALN(E)(B)SR:5/09-10, dated 29/05/2009 issued by the Special Deputy Commissioner, Bengaluru District,) situated at Byrathi Village, Bidarahalli Hobli, Bengaluru East Taluk, measuring in total 13,700.95 square meters or 1,47,477 square feet or thereabouts within the boundaries mentioned herebelow and is bounded on the:

East by : Property bearing Survey No. 103,
West by : Road,
North by : Property bearing Survey No. 128; and
South by : Property bearing Survey No. 131.

Item No. 2:

All that piece and parcel of residentially converted undeveloped lands bearing E-Khatha No.150200400200820351, earlier bearing i) Survey No. 103/1, measuring 2 acres, (converted vide Official Memorandum in No. ALN(EBB)SR:139/2015-16, and rectified vide Official Memorandum bearing No.ALN(EBB)CR/09/20-21(139/15-16 dated 05-03-2021) ii) Survey 103/2, measuring 2 acres (converted vide official Memorandum bearing No.ALN(EBB)SR:138/2015-16 DATED 20-07-2016, duly rectified vide Official Memorandum No. ANL(EBB)CR/08/20-21(138/15-16), dated 05-03-2021 iii) and Survey No. 103/3, measuring 1 acre 23 guntas (converted vide Official Memorandum in No. ALN(EBB)SR:140/2015-16 and rectified vide Official Memorandum No. ALN(EBB)CR/10/20-21 (140/15-16) dated 20-07-2021 issued by the Deputy Commissioner, Bengaluru District,) situated at Chikkagubbi Village, Bidarahalli Hobli, Bengaluru East Taluk, measuring in total 5 acres 23 guntas or 2,42,847 square feet or thereabouts within the boundaries mentioned herebelow and is bounded on the:

East by : Property bearing Survey No. 100 & 102,
West by : Byrathi Village Boundary,
North by : Property bearing Survey No. 99; and
South by : Property bearing Survey No. 104 & followed by Road.

Schedule 'G'
(Details of the Common Area)