

**: AGREEMENT TO SELL:**

THIS AGREEMENT TO SELL IS MADE AND EXECUTED ON THIS THE, \_\_\_\_ DAY OF APRIL TWO THOUSAND AND TWENTY-FOUR (\_\_\_/04 /2024) AT BANGALORE:

**BY:**

**M/s. MOHAN BUILDERS,**  
a Partnership Firm having its office at  
SY.NO 45/2 & 45/4, GUNJUR PALYA ROAD,  
GUNJUR VILLAGE, VARTHUR HOBLI,  
BANGALORE-560087

PAN Num: ABJFM5288N

Represented by its Partners

**1. Mr.RAVULAPALLI MOHAN KUMAR**, aged about 32 years,  
S/o Mr.Ravulapalli Prasad,  
**Aadhar No: 8577 3261 9277**

**2. Mr.GODUGULURI VENKATESWARLU**, aged about 45 years,  
S/o Mr.G.Venkaiah,  
**Aadhar No: 9040 8472 5507**

Hereinafter referred to as the "FIRST SET OF OWNERS/DEVELOPERS" (which expression shall wherever the context so requires or admits, mean and include the partnership firm, its partners, legal representatives, executors, administrators and assigns). of the FIRST PART.

IN FAVOUR OF:

**1.Mr.** \_\_\_\_\_ , Aged about \_\_\_\_ years  
S/o Sri.  
**PAN NO:**

**2. Mrs.** \_\_\_\_\_, Aged about \_\_years  
W/o Mr. \_

**Both Are Residing At:**

\_\_\_\_\_.

Hereinafter called the **PURCHASER/ALLOTTE/PARTY OF THE THIRD PART** (which term wherever the context so applies shall mean and include himself/themselves, his/her/their legal heirs, legal representatives, executors, administrators, successors, Assigns, etc.,) of the THIRD PART.

The Owners, Developer AND Purchaser/s/Allotte and shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

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

A)"Act" means the Real Estate (Regulation and Development) Act, 2016 (Central Act No.16 of 2016);

B)"Appropriate Government" means the Government of Karnataka;

C)"Rules" means the Karnataka Real Estate (Regulation and Development) Rules under the Real Estate (Regulation and Development) Act, 2016;

D)"Regulations" means the Regulations made under the Real Estate (Regulation and Development Act, 2016;  
E)"Section" means a section of the Act.

WITNESSETH AS FOLLOWS:

WHEREAS, the landowners are the absolute owner of the all that piece and parcel of immovable property bearing Converted Survey Number.**45/2, Present BBMP Katha No.1745/916/237/45/4 & 45/2/1**, Measuring 24.75 Guntas + 3 Gunta Karab land, {converted from agricultural purpose to non-agricultural residential purpose vide the Official Memorandum dated 31.10.2011 in No.ALN (EVH) SR 288/2011-12, passed by the Deputy Commissioner, Bangalore District, Bangalore}, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk, Bangalore, presently within the administrative jurisdiction of BBMP, with all rights, appurtenances whatsoever hereunder or underneath or above the surface, which Property is more fully described in the Schedule "ITEM-I" hereunder and hereinafter referred to as the Schedule "ITEM-I" Property, Owner had acquired the same vide registered Deed of Sale dated 07/10/2022, registered as document No.6718/2022-23, Book-I, registered before the office of the Sub-Registrar, (Mahadevapura), Bangalore.

WHEREAS, the Landowners is the absolute owner of the all that piece and parcel of immovable property bearing undeveloped converted Survey No.**45/5**, Old No.45/1, **Present BBMP Katha No.7680/45/5, Municipal No.288**, measuring about **2 Acres 15 Guntas** plus 2 Guntas of Kharab land {Converted from Agriculture to Non-Agriculture residential purpose vide Certificate bearing No.ALN(EVH)SR 97/2014-15, dated 27/09/2014, issued by the Deputy Commissioner, Bangalore District, Bangalore}, situated at Gunjur Village, Varthur Hobli, earlier Bangalore South Taluk, Presently Bangalore East Taluk, presently within the administrative jurisdiction of BBMP, with all rights, appurtenances whatsoever hereunder or underneath or above the surface, which Property is more fully described in the Schedule "ITEM-II" hereunder and hereinafter referred to as the Schedule "ITEM-II" Property, Owner had acquired the same vide registered Deed of Sale dated 11/04/2022, registered as document No.265/2022-23, Book-I, registered before the office of the Sub-Registrar, (Varthur), Bangalore.

Whereas Vendor intend to develop the Item – I and II of the Schedule "A" Property as one compact block for their mutual benefit, consequently he had amalgamated above said Properties through vide registered Amalgamation Deed dated 290/12/2022, registered as document No.11711/2022-23, Book-I, Stored in CD No. KRID1653, registered before the Office of the Sub-Registrar, Shivaji Nagar (K.R.Puram), Bangalore. The OWNER has also obtained a clubbed Katha for the Composite Schedule "A" Property vide **Present Amalgamated Clubbed common BBMP Katha No.7680/Sy.No.45/5, 45/4, 45/2/1, 1745/916/237/Sy.No45/4/45/2/1, Municipal No.288**.

WHEREAS, **M/S.MOHAN BUILDERS**, have obtained a license plan and sanction for the construction of a multi-storied residential building vide the plan sanction bearing LP No. BBMP/Addl.Dir/JDNorth/0040/2023-24, License No. BBMP/CC/0157/24-25, issued by the Joint Director, Town Planning (JDTP), Bruhat Bangalore Mahanagara Palike, Bangalore.

WHEREAS, the parties have mutually agreed that the name of the building be named as '**MOHAN TRITONE**'

WHEREAS, pursuant thereof, the Vendors/Developer had commenced construction of the multi-storied residential building over the Schedule Property, and it was agreed that the name of the multi-storied building would be known and called as '**MOHAN TRITONE**'.

WHEREAS the Real Estate Regulatory Authority has registered the Project vide Registration No. **PRM/KA/RERA/**\_\_\_\_\_ in accordance with the provisions of section 5 of the Real Estate (Regulation and Development) Act, 2016 hereinafter referred to as '**the Act**' and created a webpage on the website of the Authority

WHEREAS, the Allottee/Purchaser had applied for the purchaser of a residential apartment in the Project vide application for allotment of the residential **apartment bearing No:\_\_\_\_\_**, **Block '\_\_\_'**, **Wing \_\_**, **\_\_\_\_\_ Facing**, having a Carpet Area of \_\_\_ Sq.ft, balcony and utility area measuring **80** Sq.ft, totally measuring a super built up area of \_\_\_\_\_ Sq.feet, in the project known as '**MOHAN TRITONE**', with one allotted covered car parking area in the Ground Floor, together with \_\_\_\_\_ Sq. feet undivided share, right, title, interest and ownership in the Composite Schedule 'A' Property. The undivided share, right, title, interest and ownership in the Composite Schedule 'A'

Property, is morefully described in the Schedule 'B' hereunder and hereinafter referred to as the SCHEDULE 'B' PROPERTY, and the residential **apartment bearing No: \_\_\_, Block '\_\_\_', Wing \_\_\_, \_\_\_\_\_Facing** in the project known as '**MOHAN TRITONE**', is morefully described in the Schedule 'C' hereunder and hereinafter referred to as the SCHEDULE 'C' PROPERTY, for sake of brevity and convenience.

WHEREAS 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;

WHEREAS 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;

WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the residential apartment and the covered car parking space morefully described hereinabove

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:**

**1. TERMS:**

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee/s and the Allottee/s hereby agrees to purchase, the Apartment as specified in para G.

1.2 The Total Price for the Apartment based on the carpet area mentioned above is Rs. \_\_\_\_\_/- (**Rupees \_\_\_\_\_ only**).

**Apartment No:** \_\_\_\_, in **Wing**\_\_\_\_, in Block:

**Type:** \_\_ **BHK**

**Floor:** \_\_\_\_\_ **Floor**

**Rs:** \_\_\_\_\_/- (**Rupees \_\_\_\_\_ only**)

Explanation:

i) The Total Price above includes the booking amount paid by the Allottee/s to the Promoter towards the cost of Apartment.

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter 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 Promoter, by whatever name called) and the same shall be payable by the Allottee on or before handing over the possession of the apartment/plot to the allottee and the project to the association of the Allottees or the competent authority, as the case may be, after obtaining the completion certificate / occupancy certificate; Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification: Provided further that if any increase in the taxes after the expiry of the schedule dated of completion of the project as per registration with the authority which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the allottee;

(iii) The Promoter shall periodically intimate in writing to the Allottee/s, the amount payable as stated in Annexure-II (Payment plan) and the Allottee/s shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the apartment, lift, internal water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

1.4 The Allottee/s shall make the payment as per the payment plan set out in Annexure-II (Payment Plan).

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

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Annexure-III & IV (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, without the previous written consent of the Allottee/s as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee/s, or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate\* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within sixty days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to

Allottee, the 10 Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule-C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement

1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee/s shall have the right to the Apartment as mentioned below:

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

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

(iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, internal water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;

(iv) The Allottee/s has the right to visit the project site to assess the extent of development of the project and his/her apartment. It is made clear by the Promoter and the Allottee/s agrees that the Apartment along with one covered parking space shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or/ linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.9 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee/s, which it has collected from the Allottee/s, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee/s or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee/s, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.10 The Allottee/s has till date paid a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** as booking advance being part payment towards the Total Price of the Apartment, to the PROMOTER in the following manner:

- a. A sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** , vide: Online dated: \_\_\_\_\_ to the Promoter

The receipt of which the Promoter hereby acknowledges and the Allottee/s hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (Annexure-II) and also the Allottee/s agrees to pay other consideration/charges/amounts mentioned in Annexure-I in terms stated there in.

## **2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee/s shall make all payments, on written demand by the Promoter, within 15 (Fifteen) days of the Promoter having raised a demand for payment of such instalment as mentioned in the Payment Plan (Annexure-II).

All payments toward the Sale Consideration shall be made by cheque/demand draft/wire transfer payable in favour of the **M/s. MOHAN BUILDERS'** payable at Bengaluru or as directed by the Promoter to the 'Project Account'.

**100%**

Account name: M/s. Mohan Builders Mohan Tritone RERA Collection Account

Account No: 743105000469

Bank: ICICI Bank

IFSC: ICIC0007431

Branch: Gunjur Branch, Bengaluru.

## **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

3.1 The Allottee/s, 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/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.



3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s 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/s 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/s only.

3.3 The Allottee/s shall be solely responsible to deduct taxes at source at such rate, presently one percent on the Total sale consideration, as required under section 194IA of the income tax Act, 1961 for each of the payments made towards Total Sale Consideration and comply with provisions of the IT Act. The Allottee/s also undertake/s to issue a certificate of deduction of tax in Form 16B to the Promoter before 10th day of the subsequent month of deduction.

#### **4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

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

#### **5. TIME IS ESSENCE:**

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

#### **6. CONSTRUCTION OF THE PROJECT/ APARTMENT:**

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

#### **7. POSSESSION OF THE APARTMENT:**

7.1) Schedule for possession of the said residential apartment - The Developer 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 Developer 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 March 2024 with 6 Months Grace Period, 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 and confirms that the Developer 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 Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount save and except the taxes and other governmental dues received by the Developer from the allotment within 60 days from that date of registration of the cancellation of this Agreement. The Developer 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 Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority shall intimate the possession of the Apartment, to the Allottee/s in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s, from the date of intimation about the possession, agree(s) to pay the electricity charges, municipal property taxes, maintenance charges at the rate as determined by the Promoter/association of Allottee/s. The Promoter shall hand over the occupancy certificate of the apartment, to the Allottee/s at the time of conveyance of the same time.

**7.3 Failure of Allottee/s to take Possession of Apartment-** Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee/s shall take possession of the Apartment from the Promoter by making all the payments due, 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/s and convey the title of schedule 'B' Apartment by executing the sale deed in favor of Allottee/s. In case the Allottee/s fails to take possession within the time provided in para 7.2, such Allottee/s shall continue to be liable to pay the electricity charges, municipal property taxes, maintenance charges at the rate as determined by the Promoter/association of Allottee/s.

**7.4 Possession by the Allottee/s** - The Promoter agrees and understands that timely delivery of possession of the Plot 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 the civic areas as per the layout plan sanction in the project in place on or before **30-12-2028**, 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 Plot, 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 60 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 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.

**7.5 Cancellation by Allottee/s** – The Allottee shall have the right to cancel / withdraw his allotment in the Project as provided in the Act: Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 60 days of such cancellation.

If the Allottee/s has availed loan from any financial institution or the bank, then in that event based on the terms of such loan, all amounts to be refunded to the Allottee/s in terms of clause 7.5 above shall be paid over to the financial institution or the bank against issuance of “no claim certificate” in favour of the Promoter and the Promoter shall also be entitled to receive the original of this Agreement of sale that may have been deposited by the Allottee/s with the bank or any financial institution in addition to Allottee/s executing the duly stamped Deed of cancellation of Agreement of sale.

**7.7 Compensation** – Insurance Company / The Promoter / Co-Promoter / Land Owner, as may be the case shall compensate the Allottee/s 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 para 7.1; or (ii) due to discontinuance of his business as a Promoter 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/s, in case the Allottee/s wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due. Provided that where if the Allottee/s does not intend to withdraw from the Project, the Promoter shall pay the Allottee/s 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/s within forty-five days of it becoming due.

## **8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:**

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

- (i) The Developer has absolute, clear and marketable title with respect to the said Land;

the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

- (ii) The Developer 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; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment/Plot];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Developer 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 Developer 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 said residential apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the Occupancy Certificate has been issued possession of Flat as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottees or the competent authority, as the case may be
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the

Developer in respect of the said Land and/or the Project.

- (xiii)** The Purchaser/s/ Allottee/s shall get the Khata transferred in respect of Schedule C Property at their cost and responsibility.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

9.1) Subject to the Force Majeure clause, the Developer shall be considered under a condition of Default, in the following events:

- (i) Developer fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority and for which Occupancy Certificate has not been issued by the competent authority. For the purpose of this para, 'ready to move in possession' shall mean that the Flat shall be in a habitable condition which is complete with basic facilities like power supply, water, security and all specifications and facilities, as agreed to between the parties.
- (ii) Discontinuance of the Developer'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 thereunder.

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

- (i) Stop making further payments to Developer as demanded by the Promoter. If the Allottee stops making payments, the Developer 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 Developer 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 60 days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment which shall be paid by the Developer to the allottee within 60 days of it becoming due.

9.3) The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- i. In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Promoter/Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the Vendor/Promoter/Developer on the unpaid amount at the rate prescribed in the Rules.
- ii. In case of Default by Allottee under the condition listed above continues for a period beyond **1 (One)** consecutive months after notice from the Vendor/Promoter/Developer in this regard, the Vendor/Promoter/Developer may cancel the allotment of the Flat, in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Vendor/Promoter/Developer shall intimate the allottee about such termination at least thirty days prior to such termination.

**10. CONVEYANCE OF THE SAID residential apartment:**

The Developer on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the residential apartment together with proportionate undivided share in the land and Common Areas within 3 months from the date of issuance of the occupancy certificate to the allottee. Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the Developer within 3 months from the date of issue of occupancy certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Developer is made by the Allottee. In case there is an increase in the guideline valuation of the Apartment due to which the Developer suffers any additional tax, the Allottee shall also be liable to pay such increased tax

**11. MAINTENANCE OF THE SAID BUILDING / residential apartment / PROJECT:**

The Developer 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 has been excluded in the Total Price of the residential apartment.

**12.DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Vendor/Promoter/Developer as per the agreement for sale relating to such development is brought to the notice of the Promoter/Developer within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter/Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter/Developer's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

It is also agreed that small defects such as hairline cracks or cracks near the doors shall not be considered as defect in workmanship and quality, as these cracks are bound to occur due to climate weather changes.

### **13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Developer / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment 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 Service Areas:** The service areas, if any, as located within the **PROJECT** shall be earmarked for purposes such as parking spaces and services including amenities but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

### **15. GENERAL COMPLIANCE WITH RESPECT TO THE residential apartment**

- i. The Allottee shall, after taking possession, be solely responsible to maintain the residential 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 residential

apartment and keep the residential 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.

- ii. 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
- iii. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

#### **16.COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

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

#### **17.ADDITIONAL CONSTRUCTIONS:**

The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act. However the Developer is at liberty to make such minor changes or alterations within the permissible limits of the byelaws of the concerned competent authority, without affecting the Allottees' unit

#### **18.DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Developer 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

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

The Developer has assured the Allottees that the project in its entirety is in accordance with the provisions of the Karnataka Apartment Ownership Act-1972 and Rules-1974 and any other relevant act. The Developer showing compliance of various laws/regulations as may be applicable.

**20. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer 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 Schedule 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 as and when intimated by the Developer. If the Allottee(s) fails to execute and deliver to the Developer 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 Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 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. The Developer however shall be entitled to charge a processing fee on every allotment made as specified in the application letter which the Developer shall not be liable to refund

**19.ENTIRE AGREEMENT:**

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

**22.RIGHT TO AMEND:**

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

## **23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON**

### **ALLOTTEE / SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes. For such assignment to subsequent Allottee, the Developer would be allowed to charge Transfer Fees at its sole discretion

## **24. WAIVER NOT A LIMITATION TO ENFORCE:**

24.1 The Developer 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 Schedule Plan. It is made clear and so agreed by the Allottee that exercise of discretion by the Developer in the case of one Allottee shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Allottees.

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

## **25. SEVERABILITY:**

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

## **26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

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

**27. 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.

**28. PLACE OF EXECUTION:**

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

**29. NOTICES:**

That all notices to be served on the Allottee and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer by Registered Post at their respective addresses specified below:

**ADDRESS OF THE ALLOTTEES**

1.Mr. \_\_\_\_\_ , Aged about \_\_\_\_years

S/o:

**PAN NO:**

2. Mrs. \_\_\_\_\_, Aged about \_\_\_\_years

W/o Mr.

**Both Are Residing At:**

\_\_\_\_\_.

**ADDRESS OF THE DEVELOPER**

**M/S.MOHAN BUILDERS**

A partnership firm having its office at  
SY.NO 45/2 & 45/4, GUNJUR PALYA ROAD,  
GUNJUR VILLAGE, VARTHUR HOBLI,  
BANGALORE-560087

It shall be the duty of the Allottee and the Developer 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 Developer or the Allottee, as the case may be.

**30. JOINT ALLOTTEES:**

That in case there are Joint Allottees all communications shall be sent by the Developer 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.

**31. SAVINGS:**

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 for Sale for such apartment shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made there under.

**32. GOVERNING LAW:**

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

**33. 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 the adjudicating officer appointed under the Act.

**34. CONVEYANCE OF COMMON AREAS AND UNDIVIDED SHARE:**

The entire project land being defined as the Common Areas under the Act, it is required to convey the entire land along with common amenities and facilities to the Association of Allottees under Section 17 of the Act, however there is known procedure under law in Karnataka to do so, hence the Undivided share in land is being agreed to be conveyed to the Allottee under this Agreement, however with the condition that in the event it becomes necessary for the Allottee to come forward and transfer the Undivided Share in the land in

favour of the Association of Allottees, the Allottee shall come forward to execute such documents/deeds as may be required at any point of time in future.

## **SCHEDULE PROPERTY**

### **ITEM NO.I**

All that piece and parcel of the property being undeveloped Converted Survey Number. **45/2, Present BBMP Katha No.1745/916/237/45/4 & 45/2/1**, Measuring 24.75 Guntas + 3 Gunta Karab land, {converted from agricultural purpose to non-agricultural residential purpose vide the Official Memorandum dated 31.10.2011 in No.ALN (EVH) SR 288/2011-12, passed by the Deputy Commissioner, Bangalore District, Bangalore}, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk, Bangalore, with all rights, appurtenances whatsoever hereunder or underneath or above the surface and bounded on the:

East by : Nala;  
West by : Remaining land in Sy.No.45/2;  
North by : Land bearing Survey Number 45/5;  
South by : Land bearing Survey Number 68 and Road.

### **ITEM NO.II**

All that piece and parcel of the immovable Property bearing undeveloped converted Survey No. **45/5**, Old No.45/1, **Present BBMP Katha No.7680/45/5, Municipal No.288**, measuring about **2 Acres 15 Guntas** plus 2 Guntas of Kharab land {Converted from Agriculture to Non-Agriculture residential purpose vide Certificate bearing No.ALN(EVH)SR 97/2014-15, dated 27/09/2014, issued by the Deputy Commissioner, Bangalore District, Bangalore}, situated at Gunjur Village, Varthur Hobli, earlier Bangalore South Taluk, Presently Bangalore East Taluk, presently within the administrative jurisdiction of BBMP, with all rights, appurtenances whatsoever hereunder or underneath or above the surface and bounded on the

East by : Land in Sy.No.44/2 & Sy.No.48/1;  
West by : Land in Sy.No.45/5;  
North by : Road;  
South by : Land in Sy.No.45/2;

## **COMPOSITE SCHEDULE PROPERTY**

All that piece and parcel of immovable property bearing converted **Survey No.45/2 & 45/5, Present BBMP Katha Nos.1745/916/237/45/4 & No.7680/45/5, Municipal No.288**, respectively, **Present Amalgamated Clubbed common BBMP Katha No.7680/Sy.No.45/5, 45/4, 45/2/1, 1745/916/237/Sy.No.45/4/45/2/1, Municipal**

**No.288**, situated at Gunjur Village, Varthur Hobli, earlier Bangalore South Taluk, Presently Bangalore East Taluk, presently within the administrative jurisdiction of BBMP, totally measuring **2 Acres 39.75 Guntas**, with all rights, appurtenances whatsoever hereunder or underneath or above the surface, and bounded on the

East by : Nala and Land in Sy.No.44/2 & Sy.No.48/1;

West by : Remaining land in Sy.No.45/2 & Sy.No.45/5;

North by : Road;

South by : Land bearing Survey Number 68 and Road.

### **SCHEDULE 'B' PROPERTY**

(Undivided share agreed to be sold)

\_\_\_ **Sq.feet** undivided share, right, title and interest in the Schedule A Property.

### **SCHEDULE 'C' PROPERTY**

Description of the residential apartment

Residential **Apartment bearing No: \_\_\_\_\_, Block \_\_, Wing “\_\_”, \_\_\_\_\_ Floor** in the project known as “**MOHAN TRITONE**” having a **Carpet Area** of \_\_\_\_\_ **Sq.ft**, balcony and utility area measuring \_\_\_\_\_ **Sq.ft**, totally measuring a super built up area of \_\_\_\_\_ **Sq.ft**., consisting of \_\_\_\_\_ **Bedroom**, in the Multistoried Residential Apartment Building known as “**MOHAN TRITONE**”, constructed over the Schedule “A” Property inclusive of proportionate share in the common areas such as passage, lobbies, lift, staircase and other areas of common area, (including half portion in depth of the joints between the Ceiling of the Apartment and floors of the apartment above it, internal and external walls between such levels) and the building is of RCC roofing as per specification appended hereto with separate electricity, common water and sanitation, including all rights, title, interest, privileges, appurtenances, **together with one allotted covered car parking slot.**

### **ANNEXURE-I**

**(STATUTORY AND OTHER CHARGES):**

**[TO BE PAID AS PER DEMAND ALONG WITH THE RESPECTIVE INSTALLMENTS OTHER THAN SALE CONSIDERATION OF THE APARTMENT]:**

1)	Stamp duty for Agreements	At Actuals to be borne by the Allottee/s
2)	Registration charges and Stamp Duty charges as applicable on the day of registration	At Actuals to be borne by the Allottee/s

3)	Expenses towards BWSSB Water Supply & Sanitary connection	As and when the BWSSB demands the necessary charges, deposits towards water supply line cost, sanitary point charges, UGD line cost, GBWASP charges/Beneficiary capital contribution charges, Prorata charges, cost of bulk flow meter, water meter cost and any other deposits/ charges for providing water supply & sanitary connection to the project has to be paid by the Allottee/s in proportion of the Super built-up area of their Apartment. Incase Promoter has paid to BWSSB with respect to the clearances that proportionate share of charges will be collected with respect to flat from the allottee at the time of registration

#### **ANNEXURE-II**

At the time of Agreement including booking amount	<b>20%</b>
ON COMPLETION OF FOUNDATION	<b>15%</b>
ON COMPLETION OF GROUND FLOOR SLAB	<b>5%</b>
ON COMPLETION OF SECOND FLOOR SLAB	<b>5%</b>
ON COMPLETION OF FOURTH FLOOR SLAB	<b>5%</b>
ON COMPLETION OF SIXTH FLOOR SLAB	<b>5%</b>
ON COMPLETION OF EIGHTH FLOOR SLAB	<b>5%</b>
ON COMPLETION OF TENTH FLOOR SLAB	<b>5%</b>
ON COMPLETION OF TWELFTH FLOOR SLAB	<b>5%</b>
FOR COMPLETION OF BRICK WORK OF RESPECTIVE FLAT	<b>10%</b>
FOR COMPLETION OF PLASTERING WORK OF RESPECTIVE FLAT	<b>5%</b>
FOR COMPLETION OF FLOORING OF RESPECTIVE FLAT	<b>5%</b>
BALANCE AT THE TIME OF REGISTRATION OF FLAT	<b>10%</b>
<b>TOTAL</b>	<b>100%</b>

#### **SCHEDULE -D**

#### **ANNEXURE III (SPECIFICATIONS)**

#### **PROJECT SPECIFICATIONS: -**

##### **STRUCTURE :**

- R.C.C. Framed structure with M-25 Grade concrete and Fe 500 grade TMT Steel, designed as per relevant BIS Codes for Earth Quake Resistance (Seismic Zone-II).

##### **SUPER STRUCTURE:**

- Framed structure

- Internal Walls : 100mm / 4” inch solid cement concrete blocks
- External Walls : 150mm / 6” inch Solid cement concrete blocks
- Roof Slab : Reinforced cement concrete
- Car Parking: Covered Car parking.

**PLASTERING** : Double coat sponge finish for external walls and single coat finish for internal walls.

**DOORS** : Teak wood for Main door frame and Sal wood for other Door frames with skin shutters for Doors.

**WINDOWS** : UPVC windows with mosquito mesh and safety grills.

**FLOORING** :

- 800X800 MM Vitrified tiles of well reputed brand for the living, dining, kitchen and all bedrooms.
- 300x300 MM Anti-Skid Ceramic tiles off well reputed brand for the Balcony, Utility.
- 3"inch Skirting to all rooms

**KITCHEN** : Provision for water purifier point in kitchen.  
Provision for washing machine in utility area.

**TOILETS** :

- 600x1200 MM Ceramic glazed tiles dado up to 7 feet.
- 300x300 MM Anti-Skid Ceramic tiles off well reputed brand for Toilets
- Sanitary JAQUAR Equivalent make.
- Hot and Cold single lever diverter mixer unit of JAQUAR equivalent make in toilets.
- Provision of points for geyser and exhaust fan.
- Wall Mounted Commodes in all Bathrooms.

**PLUMBING** : Astral/Equivalent CPVC/UPVC Plumbing system.

**ELECTRICAL** : ANCHOR or equivalent concealed copper wiring and modular switches with adequate light, fan, geyser and power points, Provision for AC in all bed rooms, 4 kw For 2 BHK and 5 kw For 3 BHK power supply to each flat.

**PAINTING** : Premium Plastic emulsion over Birla Care wall putty for internal walls, Exterior emulsion paint for external walls, Enamel paint for doors.

**WATER SUPPLY**: Adequate usage water supply through bore well only.

**COMMUNICATION**: DTH & Ethernet Points in Master Bedroom and living room, Telephone in living room.



**LIFTS** : Total 6 No's Automatic Lifts KONE/ OTIS or Equivalent..

**SECURITY** : CCTV Surveillance in Parking Areas.

**GENERATOR:** 1 KVA Generator power backup for each flat

### **SCHEDULE –E**

#### **ANNEXURE IV COMMON AMENITIES AND FACILITIES OF THE PROJECT**

**WTP &STP:**

- Softened water made available through an exclusive water treatment plant (in case of bore water).
- Sewage treatment plant of adequate capacity will be provided inside the project, treated sewage water will be used for the landscaping / flushing purpose.

**Open Area Amenities:**

- Security kiosk, Block entry, with seating lawn & jogging track.
- Visitor parking, Drive way, Elder zone with seating, children's play area
- Swimming Pool with Toddlers pool, Cricket Practice Pitch, Half Basket Ball Court, and Club house and Badminton court, Pet Park and Open Amphitheatre, Indoor games, Outdoor Gym, Children's crèche, Work station, Mini Theatre,

**IN WITNESS WHEREOF** the parties to this Deed have hereunto set and subscribed their respective signatures and seals on the day, month and year first above mentioned.

**WITNESSES:**

1.

1.

2.

**VENDOR/S  
BUILDERS/CONFIRMING PARTY**

1.

2.

**PURCHASERS**

2.