

## AGREEMENT FOR SALE

This Agreement for Sale executed at \_\_\_\_\_ on this \_\_\_\_\_ (Date) day of \_\_\_\_ (Month), 2025

### BY AND BETWEEN

**RS-GK REAL ESTATES LLP**, a Limited Liability Partnership registered under the provisions of Limited Liability Partnership Act 2008 and having its registered office at Level Four, Raheja Paramount, No. 138, Residency Road, Bangalore – 560 025 represented by Managing Partner, Mr. Gopi Krishnan K Y.

(Hereinafter referred to as the “**Vendor-cum-Promoter**” which term shall, unless the context otherwise requires, mean and include its partners from time to time and successors- in-interest and assigns).

### AND

\_\_\_\_\_ (Aadhar no. \_\_\_\_\_) Son/wife of \_\_\_\_\_, aged about \_\_ years, (PAN NO. \_\_\_\_\_) (AADHAAR No. \_\_\_\_\_), residing at \_\_\_\_\_

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

The Vendor-cum-Promoter and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

### **WHEREAS:**

- A. All that piece and parcel of lands bearing (1) Survey No. 28/2 measuring about 2 Acres 27 ½ Guntas along with 1 Gunta of kharab in all measuring about 2 Acres 28 ½ Guntas situated at Kamenahalli Village, Kundana Hobli, Devanahalli Taluk (“**Survey No. 28/2**”); (2) (a) Survey No. 107/2 measuring about 3 acres 7 ½ Guntas along with 3 Guntas of kharab in all measuring about 3 Acres 10 ½ Guntas (“**Survey No. 107/2**”); and (b) Survey No. 108/4 measuring about 1 Acre 28 ½ Guntas along with 1 Gunta kharab in all measuring about 1 Acre 29 ½ Guntas (“**Survey No. 108/4**”) both situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk, together in all measuring about 7 Acres 23 ½ Guntas along with 5 Guntas of kharab;

- B. On an application being filed and requisite fees being paid, the lands in Survey No. 28/2, Survey No. 107/2, and Survey No. 108/4 measuring in all about 7 Acres 23 ½ Guntas were converted from agricultural to non-agricultural residential use vide official memoranda as detailed below:

Sl.No	Survey No	Acre	Guntas	Official Memorandum bearing No.	Date
1	28/2	2	28 ½	ALN(De.Ku) SR.109/11-12	23.08.2012
2	107/2	3	07 ½	LND (De. Ku) SR 11/2012-13	23.08.2012
3	108/4	1	28 ½	LND (De. Ku) SR 05/2012-13	22.08.2012
		7	23 ½		

- C. The Vendor cum Promoter is the sole and absolute owner of residential converted lands bearing Survey No. 28/2, Survey No. 107/2 and Survey No. 108/4 in all measuring about 7 Acres 23 ½ Guntas which is hereinafter referred to as “**Larger Property**”, having acquired the same, along with other lands, under a Deed of Sale dated 27.09.2012 (registered as Document No. DNH-1-03840/2012-13 in Book I, stored in CD No. DNHD-286, in the Office of Sub-Registrar, Devanahalli) from Hansraj Choraria represented by his attorney holder Narpal Singh Choraria.
- D. The Vendor cum Promoter has earmarked, portion of the Larger Property, being portion of (1) Survey No. 28/2 measuring about 2 Acres 17 ¾ Guntas situated at Kamenahalli Village, Kundana Hobli, Devanahalli Taluk; (2) (a) Survey No. 107/2 measuring about 3 acres 6 Guntas and (b) Survey No. 108/4 measuring about 1 Acre 17 ¼ Guntas both situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk together in all measuring about 7 Acres 01 Gunta, which is morefully described in the Schedule A below and herein after referred to as ‘**Schedule “A” Property**’, for the purpose of a plotted development comprising of commercial and residential plots in terms of the zoning regulation. The Schedule ‘A’ Property is being developed by the Vendor cum Promoter for the project, comprising 62 (sixty two) residential plots and 1 (one) commercial plot and the said project shall be known as ‘**Fortius Good Earth**’ (“**Project**”).
- E. The Vendor cum Promoter has obtained provisional residential layout plan approval letter dated 06.05.2025 bearing order No. BIAAPA/TP/LAO/68/2024-25/222 from Joint Director of Urban and Rural Planning and Member Secretaries, BIAAPA, Devanahalli for the development of the Project on the Schedule A Property (“**Layout Plan**”).
- F. The Vendor cum Promoter has reserved 4,249.21 square metres in the Schedule ‘A’ Property towards parks and open spaces, 1435.81 square metres towards civic amenities and 8073.10 square metres towards roads which shall be relinquished by the Vendor cum Promoter to the relevant appropriate authorities before obtaining the final layout plan for the Project;
- G. The area remaining after being reserved towards roads, civic amenities, parks and open spaces is 14,670.64 square meters which is morefully described in Schedule B hereto and is hereinafter referred to as “**Schedule ‘B’ Property**”.

- H. The Vendor cum Promoter has registered the Project under the provisions of the Act (as defined hereinafter) with the Real Estate Regulatory Authority of Karnataka, and the said Regulatory Authority has registered Project and granted Registration No \_\_\_\_\_ to the Project. The website for the Project is \_\_\_\_\_.
- I. The Allottee has been furnished with all the details pertaining to the Project and is fully aware and has understood the Disclosures (as defined hereinafter). The Allottee, after completing title verification of the title of the Schedule 'A' Property and having understood the Layout Plan, Project Specifications (as defined hereinafter) under Annexure 1, has entered into this Agreement.
- J. The Allottee had applied for a Plot in the Project *vide* Booking Letter dated \_\_\_\_\_ and has been allotted Plot No. \_\_\_\_\_ measuring about \_\_\_\_\_ square feet , located in the Schedule 'A' Property, which is more fully described in the Schedule D hereto, along with the non-exclusive right to use the Common Areas of the Project (*as defined hereinafter*) provided in terms of clause (n) of Section 2 of the Act, in the Layout (herein after referred to as the "**Plot**" or "**Schedule 'D' Property**") and corresponding undivided share measuring \_\_\_\_\_ Square feet in the land comprised in Plot No. 60, hereinafter referred to as the "**Schedule 'C' Property**" and more particularly described Schedule 'C' hereto. The **Schedule 'C' Property** and the **Schedule 'D' Property** are hereinafter collectively referred to as the "**Schedule Property**"
- K. The Vendor-cum-Promoter is fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Vendor-cum-Promoter regarding the Schedule 'A' Property on which the Project is to be constructed have been completed;
- L. The Vendor-cum-Promoter has made Disclosures to the Allottee in this Agreement under Clause 11.2 below;
- M. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- N. The Parties hereby confirm that they are signing this Agreement after taking advise and with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- O. 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 entering into this Agreement on the terms and conditions appearing hereinafter;
- P. In accordance with the terms and conditions set out in this Agreement as mutually agreed upon by and between the Parties, the Vendor-cum-Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Plot on the terms and conditions contained herein;

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **DEFINITIONS:**

For the purpose of this Agreement for Sale, unless the context otherwise requires, the following capitalized terms shall have the meaning set forth below -

- 1.1. **"Act"** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and includes the Karnataka Real Estate (Regulation and Development) Rules, 2017 where the context so requires and would include all the amendments thereto from time to time;
- 1.2. **"Agreement"** shall mean this Agreement including the schedules and annexes hereto, as may be amended from time to time;
- 1.3. **"Applicable Laws"** means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any Governmental Authority having jurisdiction over the Schedule 'A' Property which are in effect or as may be amended, modified, enacted or revoked from time to time hereafter and include the Act wherever the context so requires;
- 1.4. **"Association of Owners"** shall mean the same, being the association of plot owners that is established by the Vendor-cum-Promoter for maintenance of the Project;
- 1.5. **"Booking Amount"** shall mean the amounts paid by the Allottee upto date of execution of this Agreement being not more than 10% of the Total Price.
- 1.6. **"Common Areas of the Project"** shall mean and include areas demarcated and declared as the common areas of the Project and as detailed in Annexure 3 hereto. The Common Areas of the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Vendor-cum-Promoter or Association of Owners to be followed by all the owners of the plots in Project;
- 1.7. **"Common Amenities and Facilities of the Project"** shall mean and include those amenities and facilities of the Project as detailed in Annexure 4 hereto. The Common Amenities and Facilities of the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Vendor-cum-Promoter or the Association of Owners to be followed by all the owners of the plots of the Project;
- 1.8. **"Conveyance Deed" or "Sale Deed"** shall mean the deed of sale or conveyance of the Schedule Property to be executed by the Vendor-cum-Promoter in favour of the Allottee;
- 1.9. **"Disclosures"** shall have the meaning ascribed to such term under Clause 11.2 ;

- 1.10. **"Force Majeure"** shall mean the occurrence of one or more of the following events:- i) war, ii) flood, iii) drought, iv) fire, v) cyclone, vi) earthquake, vii) strike, viii) any other calamity caused by nature and (ix) any other event declared as "force majeure" under a circular / order issued by the State or Central Government / Karnataka Real Estate Regulatory Authority.
- 1.11. **"Layout"** shall have the meaning ascribed to the term in Recital J above and includes the Common Area of the Layout, Common Amenities and Facilities of the Layout.
- 1.12. **"Interest"** means the rate of interest payable by the Vendor-cum-Promoter or the Allottee, as the case may be in terms of this Agreement which is to be calculated at the rate of 2% over and above the highest State Bank of India Marginal Cost Lending Rate (MCLR) or such other rate as may be prescribed by the Karnataka Real Estate (Regulation and Development) Rules, 2017 from time to time;
- 1.13. **"Payment Plan"** shall mean the plan for payment of instalments payable by Allottee under Annexure 2 hereto, each of which individually also being Payment Plan and collectively also referred to as Payment Plan;
- 1.14. **"Person"** shall mean any natural person, limited or unlimited liability company, corporation, general partnership, limited liability partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory organisation, arbitrator, board, or other entity, enterprise, authority, or business organisation and shall include any other person as defined under the Act;
- 1.15. **"Project"** shall mean portion of the Layout comprising of 63 (sixty three) plots being developed on Schedule A Property;
- 1.16. **"Project Account"** shall mean the account opened in HDFC Bank Ltd, Bangalore bearing account No. 99991844065004 and standing in the name of the Vendor-cum-Promoter for the Project.
- 1.17. **"Release Order"** shall mean completion of the Project Infrastructure of as per the Layout Plan and the issuance of release order from Appropriate Authority of the plots in terms of the Layout Plan;
- 1.18. **"Rights and Obligations"** shall mean the obligations set out in Schedule 'E' hereto and the rights set out in the Schedule 'F' hereto in the use and enjoyment of the Plot, the Common Areas of the Project and the Common Amenities and Facilities of the Project;
- 1.19. **"Schedule 'A' Property"** shall mean all that piece and parcel of residential converted land bearing portion of (1) Survey No. 28/2 measuring about 2 Acres 17 <sup>3</sup>/<sub>4</sub> Guntas situated at Kamenahalli Village, Kundana Hobli, Devanahalli Taluk; (2) (a) Survey No. 107/2 measuring about 3 acres 6 Guntas; and (b) Survey No. 108/4 measuring about 1 Acre 17 <sup>1</sup>/<sub>4</sub> Guntas both

situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk , which is morefully descried in the Schedule A below ;

- 1.20. **'Schedule 'B' Property'** shall mean all that piece and parcel of residential converted land being portion of the Schedule A Property measuring about 3 acres and 25 Guntas (i.e. 14,670.64 square meters) which is morefully described in the Schedule B below;
- 1.21. **"Schedule 'C' Property"** shall mean an undivided share in the land comprised on Plot No. 60 to be finally recorded in the Sale Deed for the Schedule Property and which is more particularly described in the Schedule 'C' hereto;
- 1.22. **"Schedule 'D' Property" or "Plot"** shall mean Plot No. \_\_\_\_\_ measuring about \_\_\_\_\_ square feet which is more fully described in the Schedule 'D' hereto, carved out of the Schedule 'B' Property being in the Project known as ***"Fortius Good Earth"*** and which is more particularly described in the Schedule 'D' hereto;
- 1.23. **"Statutory Payments"** shall mean statutory charges including Goods and Service Tax ("GST") as applicable from time to time;
- 1.24. **"Total Price"** shall have the meaning ascribed to the term in Clause 3.1; and
- 1.25. **"Specifications"** shall mean the specifications of the Project to be constructed and implemented by the Vendor cum Developer, in terms of the Annexure 6 below;
- 1.26. **"Guidelines for Construction"** shall mean the guidelines for construction of the villas on the Schedule 'D' Property, to be followed by the allottees in the Project, in terms of the Annexure 7 below

## 2. AGREEMENT FOR SALE:

Subject to the terms and conditions as detailed in this Agreement and in consideration of the Allottee agreeing to pay the Total Price and complying with the terms herein, the Vendor-cum-Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Schedule 'D' Property.

## 3. THE TOTAL PRICE FOR THE SCHEDULE 'D' PROPERTY:

- 3.1. The Total Price for the Schedule 'D' Property is Rs. \_\_\_\_\_ (Rupees only) ("**Total Price**") detailed as under:

- 3.2. The Total Price above includes the Booking Amount paid by the Allottee to the Vendor-cum-Promoter towards the Schedule 'D' Property;
- 3.3 The Vendor-cum-Promoter has not collected GST on sale of land value. However, in the event GST becomes applicable on sale of land value as per Law, same shall be notified and shall become payable by the Allottee/s.
- 3.4 The Total Price above includes the cost towards the Project, Common Areas of the Development, cost of providing various Common Amenities and Facilities and Specifications in Schedule 'B' Property. The Specifications shall be as per Annexure-6 appended herewith. The Allottee/s agrees to pay other consideration/charges/amounts mentioned in Annexure-I attached herewith in terms stated therein in addition to the Total Sale consideration as mentioned above.
- 3.3. The Total Price as shown above includes certain Statutory Payment charged (consisting of tax paid or payable by the Vendor-cum-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 Vendor-cum-Promoter, by whatever name called) and the same shall be payable by the Allottee under each installment of payments under the Payment Plan and on or before handing over the possession of the Plot to the Allottee. Provided that in case there is any change / modification in the taxes and Statutory Payments, the subsequent amount payable by the Allottee to the Vendor-cum-Promoter shall be increased/reduced based on such change / modification and the Allottee further agrees that such change would amount to change in the Total Price, which the Allottee shall bear;
- 3.4. The Vendor-cum-Promoter shall intimate in writing to the Allottee, the amount payable under the Payment Plan and the Allottee shall make payment demanded by the Vendor-cum-Promoter within the time and in the manner specified therein. In addition, the Vendor-cum-

Promoter 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 Statutory Payments have been imposed or become effective;

- 3.5. 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 Statutory Payments / charges which may be levied or imposed by the competent authority from time to time. The Vendor-cum-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 Vendor-cum-Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee.
- 3.6. It is agreed that the Vendor-cum-Promoter shall not make any additions and alterations in the Layout Plan and Specifications and Common Amenities and Facilities of the Project furnished by the Vendor-cum-Promoter, on the basis of which sale is effected in respect of the Plot, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Vendor-cum-Promoter may make such minor additions or alterations, or such minor changes or alterations as per the provisions of the Act.
- 3.7. Subject to Clause 24.3 the Vendor-cum-Promoter agrees and acknowledges, the Allottee shall have the right to the Schedule 'D' Property as mentioned below only on the payment of the Total Price as per Annexure 2, as under:
  - (i) The Allottee shall have exclusive ownership of the Plot and co- ownership of the Schedule 'C' Property;
  - (ii) The Allottee shall also have non-exclusive right to use the Common Areas of the Project and Common Amenities and Facilities of the Project along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Vendor-cum-Promoter shall hand over the Common Areas of the Project to the Association of Owners.
  - (iii) That the computation of the Total Price of the Schedule 'D' Property includes recovery of price of land, development cost of the Plot, the Common Areas of the Project and the Common Amenities and Facilities of the Project, internal development charges and external development charges, Statutory Payments;
  - (iv) The Allottee has the right to visit the Project site by providing prior notice to the Vendor-cum-Promoter and will be in compliance with the safety requirements at the Project site.



- 3.8. On the relinquishment of all internal roads of the Project, as per the Layout Plan, the internal roads, shall be accessible to all Allottee/s/owners, occupiers, tenants of the Project, as per Applicable Law.
- 3.9. The Allottee agrees not to question or challenge the Total Price agreed between the Vendor-cum-Promoter and the other allottees in the Project.
- 3.10. The Vendor-cum-Promoter agrees to pay all outgoing payments that have accrued or due before transferring the physical possession of the Schedule 'D' Property to the Allottee, which it has collected from the Allottee, for the payment of outgoing payments (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 Schedule 'D' Property). If the Vendor-cum-Promoter fails to pay all or any of the outgoing payments collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Schedule 'D' Property to the Allottee, the Vendor-cum-Promoter agrees to be liable, even after the transfer of the Schedule 'D' Property, to pay such outgoing payments 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.
- 3.11. The Allottee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as Booking Amount, being part payment towards the Total Price of the Schedule Property, the receipt of which the Vendor-cum-Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining of the Total Price of the Schedule Property as prescribed in the Payment Plan as may be demanded by the Vendor-cum-Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable; he shall be liable to pay Interest.

#### 4. MODE OF PAYMENT:

- 4.1. Subject to the terms of the Agreement the Allottee shall make all payments, on written demand by the Vendor-cum-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) favoring the account No. 99991844065004 and standing in the name of RS-GK R E LLP Fortius Good Earth M Collection Account i.e. the Project Account opened with HDFC Bank Ltd, Bangalore.

(i)	100%	Bank Name: HDFC Bank Branch Name: Kasturba Road, Bangalore Account Name: RS-GK R E LLP Fortius Good Earth M COLL Account Number: 99991844065004 IFSC Code: HDFC0000009
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(ii)	70%	Bank Name: HDFC Bank Branch Name: Kasturba Road, Bangalore Account Name: RS-GK R E LLP Fortius Good Earth RERA AC Account Number: 99990844065004 IFSC Code: HDFC0000009
(iii)	30%	Bank Name: HDFC Bank Branch Name: Kasturba Road, Bangalore Account Name: RS-GK Real Estates LLP Fortius Good E Account Number: 50200114215340 IFSC Code: HDFC0000009

- 4.2. In case of any dishonour of cheque a sum of Rs. 10,000/- (Rupees Ten Thousand Only) would be debited to the Allottee's account in addition to the bank charges. In the event of subsequent dishonour, a sum of Rs. 25,000/- (Rupees Twenty Five Thousand Only) shall be debited to the Allottee's account in addition to the bank charges. In cases of out station cheque or demand draft or wire transfer, the collection charges, if any, will be debited to the Allottee's account and credit for the payment made will be given on net credit of the amount of the instalment under the Payment Plan.
- 4.3. Tax Deduction at Source of 1% (one percent) of Total Price is to be paid / remitted by the Allottee as per the provision of Section 194 IA of the Income Tax Act, 1961, if the total amount payable is above Rs. 50,00,000/- (Rupees Fifty Lakhs only). The Allottee shall issue a certificate of deduction of tax in Form 16B to the Vendor-cum-Promoter on or before the 7<sup>th</sup> of the subsequent month of deduction.
- 4.4. The Allottee is aware that time is essence of this Agreement and shall undertake and assure to make all the Statutory Payments and all payments as per the Payment Plan, to the Vendor-cum-Promoter, without any delay or default;
- 5. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**
- 5.1. 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 thereunder 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 Vendor-cum-Promoter with such permission, approvals which would enable the Vendor-cum-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.

- 5.2. The Vendor-cum-Promoter accepts no responsibility in regard to matters specified in clause 5.1 above. The Allottee shall keep the Vendor-cum-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 Vendor-cum-Promoter immediately and comply with necessary formalities if any under the Applicable Laws. The Vendor-cum-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 Plot applied for herein in any way and the Vendor-cum-Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

The Allottee authorizes the Vendor-cum-Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Schedule 'D' Property, and the Allottee undertakes not to object/demand/direct the Vendor-cum-Promoter to adjust his payments in any manner.

#### **7. TIME IS ESSENCE:**

- 7.1. The Allottee is fully aware and has agreed on the time of payment of the amounts in terms of the Payment Plan and each instalment is the essence of this Agreement to convey the Schedule D' Property and that the default in payments by the Allottee of the instalments set out in the Payment Plan detailed in Annexure 2 would affect the entire Project and the conveyance of the Schedule 'D' Property. The Allottee is aware that there are other allottees who have joined, and will from time to time join the Scheme to allottee based on the assurance given by the Allottee that there will not be any delay in payments of the balance of the instalment of the sale consideration and statutory payments.

#### **8. CONSTRUCTION OF THE PROJECT :**

- 8.1. The Allottee has seen and accepted the Layout Plan of the Project, the location of the Plot the Common Areas of the Project and Common Amenities and Facilities of the Project and the Specifications. The Allottee shall strictly abide by the Construction Guidelines prescribed by the Vendor-cum-Developer with regard to the construction of the villa on the Plot. The Project has been approved by the competent authority, as represented by the Vendor-cum-Promoter. The Vendor-cum-Promoter shall develop the Project in accordance with the said Layout Plan and Project Specifications. Subject to the terms in this Agreement, the Vendor-cum-Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall not make any variation /alteration/modification in such plans, other than in the manner provided

under the Act, and breach of this term by Vendor-cum-Developer shall constitute a material breach of the Agreement.

## **9. POSSESSION OF THE SCHEDULE 'D' PROPERTY:**

- 9.1. The Vendor-cum-Promoter agrees and understands that subject to the Allottee paying all the amounts under this Agreement, timely delivery of possession of the Schedule 'D' Property to the Allottee, is the essence of the Agreement. The Vendor-cum-Promoter assures to hand over possession of the Schedule 'D' Property on or **before 31<sup>st</sup> December, 2027 or** receipt of Release Order, whichever is earlier, unless there is delay or failure due to Force Majeure. If, however, the completion of the Project and delivery of possession of the Schedule 'D' Property is delayed due to the Force Majeure event then the Allottee/s agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot and/or completion of the Project;

The Allottee agrees and confirms that, in the event it becomes impossible for the Vendor-cum-Promoter to implement the Project due to Force Majeure conditions, then this Agreement shall stand terminated and the Vendor-cum-Promoter shall refund to the Allottee the entire amount received by the Vendor-cum-Promoter from the Allottee other than Statutory Payments within 60 days from that date and against the Allottee having executed and registered a cancellation agreement for termination of this Agreement. The Vendor-cum-Promoter shall intimate the Allottee about such termination by giving thirty (30) days prior notice and on such intimation, this Agreement shall stand terminated. On refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Vendor-cum-Promoter and that the Vendor-cum-Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 9.2. Procedure for taking possession - The Vendor-cum-Promoter on obtaining the Release Order for the Project from the competent authority shall offer in writing the possession of the Plot to the Allottee in terms of this Agreement to be taken within one month from the date as agreed under clause 9.1, against full and final Total Price as per the Payment Plan.
- 9.3. Failure of Allottee to take possession of Plot - Upon receiving a written intimation from the Vendor-cum-Promoter as per clause 9.2, the Allottee shall take possession of the Schedule 'D' Property from the Vendor-cum-Promoter by executing necessary Sale Deed as prescribed in this Agreement, and the Vendor-cum-Promoter shall give possession of the Schedule 'D' Property to the Allottee. In case the Allottee fails to take possession within the time provided in clause 9.2, such Allottee shall continue to be liable to pay Rs. 100,000/- per month towards Holding Charges along with the monthly maintenance charges and other taxes and charges as specified in clause 9.6 and any other taxes or Statutory Payments.
- 9.4. Possession by the Allottee -After obtaining the Release Order and handing over physical possession of the Plot to the Allottee/s, it shall be the responsibility of the Vendor-cum-

Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee/s as per the Applicable Law.

- 9.5. It is further agreed by the Allottee, that once the Allottee along with other allottees of plots in the Project takes possession of the Project, the Allottee shall use the same in a prudent manner and shall not in any manner undertake any of the following, which if undertaken by the Allottee, would exclude the liability of the Vendor-cum-Promoter under the provision of clause 23 below:-

- 9.5.1. Any structural changes or alterations / changes to the original specification of the Project;
- 9.5.2. Using the Project other than for its intended purpose under Clause 11.2.

- 9.6. The Allottee agrees and undertakes that since the possession is to be taken one month (30 days) after receiving written confirmation from the Vendor-cum-Promoter against full and final payment of the Total Price from the Allottee to the Vendor-cum-Promoter, as clause 9.2, the Allottee shall from expiry of the aforesaid one month (30 days) period, whether possession is taken or not, become liable to:

- 9.6.1. pay the maintenance charges,
- 9.6.2. pay the Statutory Payments, as applicable,
- 9.6.3. Pay the proportionate share of all outgoings and general expenses such as insurance, municipal taxes / expenses, and cesses, electrical and water tax for the Common Areas of the Project and Common Amenities and Facilities of the Project.
- 9.6.4. pay all municipal and property taxes payable or arising in respect of the Plot and Project

- 9.7 The Allottee is entitled to secure/transfer Katha of Schedule 'D' Property on registration of the Sale Deed, at his/her/their cost from the jurisdictional Municipal/Panchayat Office and the Vendor and Vendor-cum-Promoter agree to sign necessary consent letters.

## **10. CLUB AND MEMBERSHIP OF THE CLUB**

- 10.1. The Allottees is fully aware that the Vendor-cum-Promoter will be providing a Club House, to be constructed on Plot No. 60 in the Layout, which shall be part of the Common Amenities and Facilities of the Project. The Vendor-cum-Promoter shall construct and hand over the Club House to the Association of Owners within 12 (twelve) months from the date on which 50% of the plots have been sold in the Project. On the Club House being be handed over to the Association of Owners for use by the allottees in the Project and maintenance thereof shall be that of the Association. The Allottees herein will be entitled to use of such Club House with the allottees of the Project on payment of club usage charges, as prescribed, by the Association of Owners from time to time. The Allottees and all other owners of the Plot shall be bound by the rules and regulations of the Club House as decided by the Association from time to time. On the Vendor-cum-Promoter handing over the maintenance to the Association of Owners,

the Association of Owners will be responsible to manage, maintain and operate the Club House and its facilities, including the payment of property tax and all other outgoings towards operation, maintenance and usage.

- 10.2. Apart from any other rules and regulations that would be formulated by the Vendor-cum-Promoter and / or the operator of the Club and / or the Association of Owners, the fundamental use of the Club House and its amenities and facilities shall be in the manner set out below:

- 10.2.1. In the event the Plot is purchased by a partnership firm, then a partner or any authorised representative of the said partnership firm occupying the Plot would be entitled to use the said Club House on payment of the club membership fees.
- 10.2.2. In the event the Plot is purchased by a public limited or a private limited company, any Person occupying as the authorised occupier on behalf of the said company shall be entitled to the use of the said Club House on payment of the club membership fees.
- 10.2.3. In the event of inheritance, the Person inheriting and occupying the Plot shall be entitled to membership of the said Club House on payment of the club membership fees.
- 10.2.4. In the event of there being any co-owner of Plot such co-owners occupying the Plot will be entitled to the use of the said Club House on payment of the club membership fees.
- 10.2.5. In any other case like tenancy, lease, license, etc., the occupier of the Plot will be entitled to the use of the said Club House on payment of the club membership fees.

## **11. REPRESENTATIONS AND WARRANTIES AND DISCLOSURES OF THE VENDORS AND VENDOR-CUM-PROMOTER:**

- 11.1. The Vendor-cum-Promoter hereby represents and warrants to the Allottee as follows:
- (i) The Vendor cum Promoter has absolute, clear and marketable title with respect to the Schedule 'B' Property, the requisite rights to carry out development upon the Schedule 'B' Property and absolute, actual, physical and legal possession of the Schedule 'B' Property for the Project;
  - (ii) That, the sale of the Schedule 'C' Property is only for enabling the Allottee to be a co-owner of the Club House, along with all other allottees in the Project and not for any other purpose. Accordingly, the Allottee has agreed that the quantum of undivided share to be conveyed would be finally calculated based on the FAR utilized for the Project. The Schedule 'C' Property that would be arrived in terms hereof would be conveyed to the Allottee and form part of the Deed of Declaration;

- (iii) The Vendor-cum-Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iv) There are no encumbrances upon the Schedule 'B' Property or the Project;
- (v) That there are no litigations pending before any Court of law or authority with respect to the Schedule 'B' Property, Project or the Plot;
- (vi) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Schedule 'B' Property and Plot are valid and subsisting and have been obtained by following due process of law;
- (vii) The Vendor-cum-Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (viii) The Vendor-cum-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 Schedule Property which will, in any manner, affect the rights of Allottee under this Agreement;
- (ix) The Vendor-cum-Promoter confirms that it is not restricted in any manner whatsoever from selling the Schedule Property to the Allottee in the manner contemplated in this Agreement;
- (x) At the time of execution of the Conveyance Deed/Sale Deed, subject to payment of all the amounts being made by the Allottee to the Vendor-cum-Promoter as per the terms as mentioned in the Payment Plan, the Vendor-cum-Promoter shall handover lawful, vacant, peaceful, physical possession of the Schedule 'D' Property to the Allottee and the maintenance of Common Areas of the Project and the Common Amenities and Facilities of the Project to the Association of Owners as per the Act;
- (xi) The Schedule 'B' 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 'B' Property;
- (xii) The Vendor-cum-Promoter 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 Release Order for the Project has been obtained and possession of Plot taken by the Allottee, whichever is earlier;

- (xiii) 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) has been received by or served upon the Vendor-cum-Promoter in respect of the Schedule 'B' Property and/or the Project.
  - (xiv) The Vendor-cum-Promoter/Maintenance Manager is not responsible for the quality of power supply either from the State Utility Provider or from captive power source as the case may be.
- 11.2. The Allottee acknowledges and confirms that the Vendor-cum-Promoter has fully disclosed to the Allottee and the Allottee has reviewed all such disclosures as set out below ("**Disclosures**") and after having understood the implication thereof has entered into this Agreement and the Allottee has agreed to all of the Disclosures and the Allottee, expressly grants its consent and no objection to the Vendor-cum-Promoter to undertake every action as per Disclosures.
- (i) The Common Areas of the Project and the Common Amenities of the Project provided in the Project on being handed over to the Association of Owners, shall be maintained by all the allottees of the Project or the Association of Owners.
  - (ii) That, the Common Areas of the Project and the Common Amenities of the Project shall be used by the Allottee in common with owners of plots in the Layout and on the terms and conditions provided in the rules and regulations formulated by the Vendor-cum-Promoter and / or the Association of Owners.
  - (iii) That, an extent of 4,249.21 square metres from the Schedule 'A' Property towards parks and open spaces, 1435.81 square metres towards civic amenities and 8073.10 square metres towards roads shall be handed over to relevant planning authority;
  - (iv) That the electric yard and the sewerage treatment plant shall be set up in the Layout and will remain for use of the electric yard and sewerage treatment plant and no other;
  - (v) That the Schedule 'B' Property does not have water connection from the BWSSB. The water supply to the plots would be from the bore wells or external source. The Allottee is also fully aware that in case of there being any BWSSB connection being available at later date the same shall be obtained at additional cost which additional costs the Allottee accepts to bear; In the absence of water supply from the government agencies and or in addition to the supply from government agencies, water supply will also be made from borewells depending on yield and or by purchase of water tankers from outside source in case of short supply and the Allottee agrees to pay charges in proportion for the water sourced. The Allottee agrees to pay consumption charges to



the Association as per the meter reading. The tariff and charges for such water supply will be as fixed by the Association from time to time.

- (vi) That the civic amenity site could be taken on lease / acquired from the Appropriate Authorities by the Vendor-cum-Promoter and utilized by the Vendor-cum-Promoter for the construction of any Common Amenities and Facilities of the Layout and Allottee shall have no objection thereto;
- (vii) That the development in the Layout is restricted to single dwelling houses, which would not exceed the height of 10 metres feet above the ground and this negative covenant runs along with the land and shall be binding on the Allottee and the Allottee successor and anyone claiming through them and so on.
- (viii) That the Common Areas of the Project, Common Areas of the Layout, Common Amenities and Facilities of the Project and the Common Amenities and Facilities of the Layout shall be integrated and available for use to all the owner/allottees/tenants/purchasers in the Layout;
- (ix) The Vendor-cum-Promoter has informed the Allottee that the development of the Layout as per the Layout Plan, consists of 1(one) (shown as plot no. 61 in the Layout Plan), to be utilised for the purpose of commercial activities, at the discretion of the Vendor-cum-Promoter, or any other activity as deemed fit by the Vendor-cum-Promoter or its assignee or any third party as nominated by the Vendor-cum-Promoter. The Allottee shall have no objection, towards the sale and/or commercial use and development of such commercial plot located in the Layout, by the Vendor-cum-Promoter and/or any third party.
- (x) The Allottee agrees to pay by due date, their monthly, quarterly, half-yearly and yearly, maintenance charges imposed by the Maintenance Manager, duly appointed by Association to meet all expenses relating to the Common Areas, the Common Amenities and Facilities of the Layout, which may include an insurance premium for a policy and/or a sinking fund to cover, repair and reconstruction work in case of hurricane, fire, earthquake or other hazards or calamity or natural wear and tear. The maintenance charges shall be shared proportionately between all the owners. Such maintenance charges shall include monthly payments to a general operating Reserve Fund, for replacements. The Association shall determine the maintenance charges from time to time. The maintenance charges shall be determined based on the actual cost spent thereon, such costs would include all the costs towards maintaining the Layout, whether capital and/or revenue in nature and shall also include all the payments towards government agencies such as BESCO, BWSSB, etc.
- (xi) The Vendor-cum-Promoter has informed the Allottee and the Allottee is fully aware and has agreed that the Plot can be used only for residential purposes and in terms of

the rules and regulation formulated by the Vendor-cum-Promoter and / or the Association of Owners.

**12. REPRESENTATIONS WARRANTIES ASSURANCES COVENANTS AND CONFIRMATION OF THE ALLOTTEE:**

The Allottee acknowledges that the Vendor-cum-Promoter has entered into this Agreement, based on the representations, warranties, assurances and confirmation of the Allottee set out below:

- 12.1. The Allottee has the power to enter into and perform this Agreement and upon execution, this Agreement, would constitute legal, valid and binding obligations on the Allottee;
- 12.2. The Allottee confirms and acknowledges that the Allottee has been furnished with copies of all the title deeds relating to Schedule 'B' Property and the Layout Plan and the Allottee after being satisfied with the title of the Vendor-cum-Promoter to the Schedule 'B' Property and the Vendor-cum-Promoter's right to develop Schedule 'B' Property, has entered into this Agreement; That the Allottee shall not be entitled to claim conveyance of the Schedule Property until the Allottee fulfils and performs all the obligations and completes all payments under this Agreement and until completion of the Project.
- 12.3. Allottee has entered into this Agreement with the full knowledge of all laws, rules, regulations, notifications applicable to the Project. That the Allottee hereby undertakes that he/she shall comply with and carry out from time to time after he/she has taken conveyance of the Schedule 'D' Property, all the requirements, requisitions, demands which are required by any authority in respect of the Schedule 'D' Property at his/her own cost.
- 12.4. That the Total Price agreed herein is based on the mutual negotiations between the Allottee and the Vendor-cum-Promoter, and the Allottee shall have no right to renegotiate on the Total Price in comparison with the other allottees of the Project for any reason whatsoever.
- 12.5. The Allottee and other owners of the plots undertake to join the Association of Owners formed by the Vendor-cum-Promoter.
- 12.6. That the Allottee and the Association of Owners shall take over the maintenance of the Project in terms of Clause 17 of this Agreement.
- 12.7. That after Project is handed over to the Association of Owners, the Vendor-cum-Promoter shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the Common Amenities and Facilities of the Project as well as the Common Amenities and Facilities of the Layout. The Allottee with the other owners shall ensure that periodical inspections of all such Common Amenities and

Facilities of the Project and periodically regular & preventive maintenance of Common Amenities and Facilities of the Layout are done so as to ensure proper functioning thereof.

- 12.8. The Allottee is made aware that after the Project is handed over to the Association, the Association shall maintain and be fully responsible for all water, electrical, fire, and other equipment's and other safety equipment's, AMC's/Insurance and to comply will all conditions stipulated in the permissions and No-Objection Certificates issued by the appropriate authority.
- 12.9. The Allottee is aware that the maintenance of the Project shall be done in terms of Clause 18.
- 12.10. The Allottee is informed and is fully aware that the entire Layout shall have a single Association of Owners for the Layout.
- 12.11. The Allottee covenants that the Allottee shall have the rights and be bound and liable to comply with the obligations set out under the Rights and Obligations.
- 12.12. That the Allottee shall not have any right, at any time whatsoever, to obstruct or hinder any works that may be taking place on the Schedule 'B' Property.
- 12.13. That the Allottee's rights under this Agreement are confined to the Schedule 'D' Property and the Allottee shall not have any right in any other part of the Project and the Schedule 'A' Property.
- 12.14. That the Allottee are fully aware and undertakes that the Allottee or anyone claiming through the Allottee shall not bifurcate the Schedule 'D' Property and this covenant runs along with the land;
- 12.15. That any time after the conveyance of the Schedule 'D' Property, if the Allottee leases or sell it to any third party, the Allottee has to intimate the same in advance with the details of the transferee / buyer / lessee and ensure that the entire sum of money, if any due to the Association of Owners, is cleared before the said lease or transfer. Further, it shall be the obligation of the Allottee to bind the transferee to the obligations of the Allottee under this Agreement and the Sale Deed in relation to the rest of the owners and the Association of Owners. Such new allottee shall join the Association of Owners.
- 12.16. The Allottee agrees not to alter or subscribe to the alteration of the name of the Project, "Fortius Good Earth", it being acknowledged that neither the Allottee nor other owners of plots within the Project have any right to seek such change. The Vendor-cum-Promoter will be entitled to make the change in the name.
- 12.17. All construction related works on the Plot by the Allottee can be taken up only after handing over possession of the Schedule 'D' Property to the Allottee by the Vendor-cum-Promoter. The

Vendor-cum-Promoter does not owe any responsibility for any breakage or damages to any part of the Project caused due to construction work of the Allottee. The Vendor-cum-Promoter is not answerable to any kind of thefts, pilferages, etc., during such construction work.

- 12.18. That the Allottee shall pay all the statutory dues pertaining to the Schedule 'D' Property from the date of the Schedule 'D' Property is ready for possession and upon intimation of the same by the Vendor-cum-Promoter, whether possession is taken or not.
- 12.19. The Parties agree that any default by the Allottee in complying with the payment obligations stipulated in this Agreement would constitute sufficient reason/cause for the Vendor-cum-Promoter to terminate this Agreement and in which case the provisions for termination under Clause 24.3.2 would follow immediately.
- 12.20. The Allottee covenants that the Allottee shall comply with all the rules and regulations pertaining to Common Areas of the Layout, Common Amenities and Facilities of the Layout.
- 12.21. The Allottee shall also become liable to pay proportionate share of municipal taxes and cesses, electrical, domestic and non-domestic water tax, and all other charges for the Common areas of the Layout, from the date of intimation of the Schedule 'D' Property is ready for possession.
- 12.22. The Allottee will be permitted to construct a villa of only 10 meter height or as prescribed by the Authorities from time to time. The Allottee shall not use the Schedule 'D' Property for any commercial or semi- purpose activities including transit homes or apartments or serviced villa/homes. This covenant running with the land and would bind the Allottee and anyone claiming through the Allottee. Any breach of this covenant, would entitle the Vendor-cum-Promoter and or the Owners Association to take injunctive reliefs against the Allottee. The Allottee has agreed that the restriction placed by the Vendor-cum-Promoter under this clause is reasonable restriction and shall run along with the land in the Schedule 'D' Property.
- 12.23. That the Allottee covenants that the Allottee shall comply with all the rules and regulation pertaining to electrical installations, fire safety equipment and services, pollution control and general safety equipment and services as may be provided in the Schedule 'D' Property and the Common Areas of the Project.
- 12.24. The Allottee shall regularly pay every month the amount as decided by the maintenance manager duly appointed by the Association for the management and maintenance of the Common Areas of the Project and Common Amenities of the Project, along with such other sum/s if any, as may be indicated towards compulsory subscription/ proportionate fee in context to the Project
- 12.25. That the Allottee with the other owners of the plots, through the Owners Association shall at all times keep the annual maintenance contracts with regards to all the Common Amenities and Facilities of the Project valid and shall pay the amounts of annual maintenance contract as

and when demanded by the concerned agencies. The Allottee is fully aware that non-payment towards the annual maintenance contracts will adversely affect all the equipment installed by the Vendor-cum-Promoter in the Common Areas of the Project and non-payment of maintenance charges shall also affect such maintenance of the general and safety equipment installed.

- 12.26. That after the Layout is handed over to the Owners Association, the Vendors and or the Vendor-cum-Promoter shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the Common Amenities and Facilities of the Project. The Allottee along with the other owners of sites within the Layout shall ensure that periodical inspections, preventive maintenance, repair works of all such equipment and facilities are done so as to ensure proper functioning of all such equipment.
- 12.27. That the Allottee shall not in any manner obstruct or cause obstruction to any of the entries or exits of the Layout or obstruct any open place meant to be retained as open place or obstruct free movement of vehicles including fire tenders, and such other vehicles required to ensure safety and statutory compliance.
- 12.28. The Allottee shall not decorate or display Boards or hoardings or neon signs or Paintings in the Schedule 'D' Property ;
- 12.29. That the Allottee undertakes to pay any charges that may be levied by Bangalore Water Supply and Sewerage Board (BWSSB) in the future for any water and sewerage connection. The Allottee has been made aware that the Layout and the plotted development does not have any water and sewerage connection provided by BWSSB.
- 12.30. The Allottee shall be solely responsible to keep the Plot in good and habitable condition at his/her own cost, so as to support and protect the parts of the Project, and to carry out any Plot related works as may be required by the Association of Owners.
- 12.31. The Allottee covenants that the Allottee shall be bound and liable to comply with the obligations set out in Schedule "F" and will have the rights set out in Schedule "E".
- 12.32. Further the Allottee is fully aware of and agrees that some of the Common Amenities and Facilities in the Project though being provided may be functional only after there is considerable occupation in the Project which the Vendor-cum-Promoter in its discretion will decide. That Allottee is made aware and agrees that some of the Common Amenities and Facilities in the Project shall not be completed at the time of the completion of the Project. The non-completion of such Common Amenities and Facilities of the Project on the completion of the Project shall not give any right to the Allottee/s to claim any damages on the Vendor-cum-Promoter, nor claim breach of the Agreement.

- 12.33. The Allottee shall be responsible to maintain the internal area of the Schedule 'D' Property. It will be the sole responsibility of the Allottee to keep the Schedule 'D' Property clean and free of weeds and unnecessary vegetation.
- 12.34. The Allottee agrees that all the above covenants, and assurances of the Allottee shall continue up to the date of execution of the Sale Deed and shall be repeated under the Sale Deed in addition to covenants as required by the Vendor-cum-Promoter.
- 12.35. The Allottee shall not in any way interfere with the development of the Schedule 'A' Property, Layout and or Project.
- 12.36. The specific and general rights arising out of this Agreement in favour of the Allottee/s are confined only with respect to the Schedule 'D' Property and Allottee /s shall not be entitled to claim any right or interest or title of whatsoever nature in respect of rest of the lands in Schedule 'B' Property. The Vendor-cum-Promoter is free and entitled to carry on any development activities on Schedule A Property at any time as they deem fit and the Allottee/s of the Schedule 'D' Property will not have any right to object against such development or claim any interest therein. The Vendor-cum-Promoter however has reserved the right of usage of roads and passages and facilities in the Schedule 'B' Property in perpetuity for purposes of supporting the development of the Project and maintenance services in Schedule 'B' Property, and this right shall be in the nature of an easement which runs with the Schedule 'B' Property and the sale of the Schedule Property is subject to such right at all times.
- 12.37. The Vendor-cum-Promoter has no control on all the developments that may exist or take place in future whatsoever in adjoining property of the Project. The Allottee/s hereby shall not raise any objection in respect of aforesaid.
- 12.38. The Allottee shall have no objection whatsoever for the Vendor-cum-Promoter to handover the Common Areas, Common Amenities and Common Facilities in Schedule 'B' Property to the Association of Owners as soon as it is formed and pending registration of the same, the Vendor-cum-Promoter shall maintain till such time the Association is formed. The Allottee/s hereby agree/s that he has understood the provisions of this clause and hereby gives his unequivocal consent for the same.
- 12.39. The Allottee shall have no right at any time whatsoever to obstruct or hinder the progress of the construction of the villas in the Project/Schedule 'B' Property or any part thereof in the Schedule 'B' Property.
- 12.40. The Allottee hereby agrees upon receipt of Release Order from the Authorities for the Project, the Allottee shall not be entitled to terminate this Agreement.

- 12.41. That the Allottee and the Association of Owners shall not modify or alter the Club House constructed by the Vendor-cum-Promoter in any manner and shall not obstruct or interfere in the construction of the Club House in any manner.
- 12.42. That the Allottee and the Association of Owners shall be responsible for the maintenance and upkeep of the Club House, including the payment of property tax and all other out-goings, on the Club House being handed over the Association of Owners;
- 12.43. That the Allottee shall not seek separate possession and/or ownership of the Club House, and such Club House shall be owned by all the allottees of the Project collectively;
- 12.44. That the Allottee and the Association of Owners shall be responsible, including the payment of all amounts, for the transfer of khata of the Club House, in the name of Association of Owner, on the Club House being handed over the Association of Owners;
- 12.45. The Allottee is fully aware of and accepts all the terms of the Disclosures.

**13. CONVEYANCE AND DELAY IN TAKING CONVEYANCE:**

- 13.1. The Vendor-cum-Promoter, on receipt of Total Price of the Plot as per Clause 3.1 from the Allottee, and the Interest outstanding in terms of Clause 24.3.1 below, shall execute a Conveyance Deed and convey the absolute right, title and interest of the Schedule Property in favour of the Allottee within the time period provided in clause 9.1. However, in case the Allottee has paid the Total Price but fails to deposit the stamp duty and / or registration charges within the period mentioned in the notice, the Allottee authorizes the Vendor-cum-Promoter to withhold registration of the Conveyance Deed in his/her favour till payment of stamp duty and registration charges to the Vendor-cum-Promoter is made by the Allottee. The Allottee shall not be entitled to claim conveyance of the Schedule Property until the Allottee fulfils and performs all the obligations and completes all payments under this Agreement.
- 13.2. The Allottee agrees and undertakes that after the execution of the Conveyance Deed, the Allottee shall not object to any construction of the remaining part of the Project including plots for sale to other allottees.
- 13.3. The Allottee undertakes that the Allottee, shall come forward to take conveyance of the Schedule Property, on the Vendor-cum-Promoter having informed the Allottee in terms of clause 9.2 above. If the Allottee fails to come forward to take the conveyance, the Vendor-cum-Promoter shall not be liable for any increase in stamp duty, registration charges or for the upkeep of the Plot.
- 13.4. That the Allottee shall not be entitled to claim conveyance of the Schedule Property until the Allottee fulfils and performs all the obligations and completes all payments under this Agreement.

- 13.5. The Allottee shall be liable to pay the stamp duty and registration fees in terms of clause 27(h) below.
- 13.6. The Vendor-cum-Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor-cum-Promoter.

#### **14. NATURE OF USAGE:**

- 14.1. That the Schedule 'D' Property shall be used only for construction the residential villa and to be used only as a private residence and shall not be used for any kind of commercial or semi commercial activities or multi-dwelling apartment unit. Any breach of this covenant will entitle the Vendor-cum-Promoter and or the Association of Owners to take injunctive reliefs against the Allottee. The Allottee has agreed that the restriction placed under this clause is a reasonable restriction and shall run along with the land in the Schedule 'D' Property.
- 14.2. All the Common Area of the Project and the Common Amenities and Facilities of the Project shall be for non-exclusive use and will be based on the rules and regulations of the Association of Owners and as provided herein.

#### **15. RIGHT TO ENTER THE SCHEDULE 'D' PROPERTY FOR REPAIRS:**

The Vendor-cum-Promoter / maintenance agency / Association of Owners shall have rights of unrestricted access of all Common Areas of the Layout, for providing necessary maintenance services and the Allottee agrees to permit the Association of Owners and/or maintenance agency to enter into the Schedule 'D' Property 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. ASSIGNMENT**

- 16.1. The Allottee hereby agrees and confirms that this Agreement is not transferable / assignable to any other third party or entity except with written consent of the Vendor-cum-Promoter, on the payment of assignment fee which is 10% of the total sale consideration of the Plot plus applicable taxes to the Vendor-cum-Promoter. However, this clause would not be applicable in case of any assignment made to and between the family members i.e., father, mother, brother, sister, son, daughter, husband, wife, son in law, daughter in law, grandson and granddaughter.
- 16.2. For the purpose of this Clause, if the Allottee is a company-public or private limited, any transfer of majority shares shall be deemed to be transfer and in case of partnership firm any change in the constitution of the partners of such partnership shall deemed to be transfer and



in case of any association of persons any change of associates of such association shall be deemed to be transfer, and in such situation transfer fee as per clause 16.1 shall be payable.

## **17. ASSOCIATION OF OWNERS**

- 17.1. The Vendor-cum-Promoter shall form an Association of Owners. All the Allottee/s on payment of full consideration and on execution of conveyance deed shall become members of such Association of Owners formed by the Vendor-cum-Promoter, by executing notarized affidavits/forms confirming the terms of the Association of Owners and agreeing to become members of the Association of Owners. The Allottee undertakes to join the Association of Owners constituted by the Vendor-cum-Promoter for the Layout. The Layout shall be governed by the rules and regulations prescribed by the Association of Owners. All the present or future owners, tenants, guests and licensees or their employees, or any other person who is lawfully entitled to use the Plot, in any manner whatsoever, shall be subject to such rules and regulations. The mere acquisition, rental, or taking on license of the Plot or the mere act of occupancy of the Plot, shall signify that the rules are accepted and binding, ratified and will be complied with by the acquirer, tenant or licensee. The Allottee shall also observe and abide by all the Bye-laws, Rules and Regulations prescribed by the municipality or State / Central Government Authority, in regard to ownership or enjoyment of Plot apart from the rules and regulations of the Association of Owners. All sums and maintenance amounts as assessed by the Association of Owners shall be paid by the Allottee as directed by the Association.
- 17.2. The Allottee along with the Conveyance Deed will also execute requisite documentation to become a member of the Association of Owners and comply with the rules, regulations and bye laws framed thereunder.

## **18. MAINTENANCE OF THE SCHEDULE 'D' PROPERTY / PROJECT:**

- 18.1. The Allottee shall, from the date the Plot being ready for occupation, whether possession of the same is taken or not shall be liable to pay to the Vendor-cum-Promoter or the Maintenance Agency or the Association of Owners as the case may be the following proportionate expenses as Maintenance Charges, as determined by the Vendor-cum-Promoter / Vendor-cum-Promoter appointed Agency and/or Association of Owners.
- a. Expenses for maintenance of pump sets and other machineries, common sanitary and electrical connections in the Project including the cost of AMC's for these equipment;
  - b. Electricity consumption charges for running all common services and lighting the Common Areas of the Project and all open areas and Common Amenities and Facilities in the Project.
  - c. Cost of replacement of electrical fittings and bulbs in all Common Areas, driveway and open places in the Project;
  - d. Expenses incurred in the maintenance of softscape and hardscape in the Common Areas of the Project;

- e. Salaries and wages payable to the property manager, security guards, plumbers, electricians, gardeners, pumps and generator operators and all other staff appointed for the Project;
  - f. Such other expenses which are common in nature and not attributable to any unit but relates to the development in the Project in general.
  - g. Proportionate share towards property tax, cess, e-khata, MMD charges, charges payable to the appropriate authority towards Common Areas of the Project and Common Amenities and Facilities of the Project;
  - h. Proportionate share towards property tax, cess, e-khata, MMD charges, charges payable to the appropriate authority towards Club House in the Project;
- 18.2. The Vendor-cum-Promoter shall be responsible to provide and maintain Common Areas of the Project and the Common Amenities and Facilities of the Project till the taking over of the maintenance of the Project by the Association of Owners. On the Association of Owners taking over maintenance of the Common Areas of the Project and the Common Amenities and Facilities of the Project, the Allottee shall pay for their respective share of all the expenses, costs and charges of such maintenance for the Schedule 'D' Property. It is clarified that after the Project is handed over to the Association of Owners, the Vendor-cum-Promoter shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the Common Areas of the Project, Common Amenities and Facilities of the Project. The Allottee with the other owners shall ensure that periodical inspections of all such Common Amenities and Facilities of the Project are done so as to ensure proper functioning thereof.
- 18.3. The Allottee shall deposit such sums as are required by the Vendor-cum-Promoter towards maintenance deposit and the Allottee shall be required to pay maintenance charges for the management and maintenance of Common Areas, Amenities and Facilities of the Project and Common Areas, Amenities and Facilities of the Layout. The Corpus deposit as per the Payment Plan paid by the Allottee shall be transferred to the Owner's Association on handing over of maintenance of the development. The Allottee/s shall not be entitled to seek a refund of Corpus Deposit payable by the Allottee. Additionally, it is agreed between the Parties that the Allottee shall pay advance maintenance charges for 2 (two) years from the date of Release Order.
- 18.4. The Allottee agrees that the Allottee shall pay the charges as per the Association Agreement regularly without any default. In the event of any default in payment by the Allottee, the maintenance agency/Vendor-cum-Developer will be entitled to withdraw all or any of the services rendered. The Allottee is liable to pay GST levied by the State or the Central Government on such charges as may be applicable. The Allottee shall contribute to the sinking fund for any capital expenditure as informed by the Vendor-cum-Developer.

- 18.5 The Allottee shall, after taking possession, be solely responsible to maintain the Schedule 'D' Property at his/her own cost, in good condition and keep the Schedule 'D' Property, in good and tenable condition and maintain the same in a fit and proper condition. The Allottee shall not do or suffer to be done anything in or to the Project, or the Schedule 'D' Property, which may be in violation of any laws or rules of any authority.
- 18.6 Right of Allottee/s to use Common Areas and Facilities subject to payment of Total Maintenance Charges
- 18.7 The Allottee hereby agrees to purchase the Plot on the specific understanding that his right to the use of Common Areas and Common Amenities and Facilities of the Project shall be subject to timely payment of Maintenance Charges, as determined and thereafter billed by Association of Owners/Vendor-cum-Promoter/Maintenance Agency appointed or the Association of Owners (or the maintenance agency appointed by it) and performance by the Allottee of all his obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee/s from time to time.
- 18.8 Monies collected in advance towards 2 (two) years estimated maintenance cost, which shall be based on cost plus 20% model, per month shall be held in a separate account and shall be used to cover Maintenance Cost from the date of Release Order. The Vendor-cum-Promoter or agency appointed by Vendor-cum-Promoter shall maintain accounts of all expenditure incurred towards maintenance in case there is any surplus money left in the account after the said 2 (two) years' maintenance period, the Vendor-cum-Promoter shall transfer the same to Owner's Association and in case there is a shortfall of money during the said 2 (two) year maintenance period, the Allottee/s along with other allottees shall proportionately contribute towards maintenance expenses.
- 18.9 The Vendor-cum-Promoter shall pay the Maintenance Charges for the unsold plots in the Project to the Association of Owners, on the handover of the Project to the Association of Owners.
- 19 **ADDITIONAL CONSTRUCTIONS:**

The Vendor-cum-Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the Layout Plan, Common Amenities and Facilities of the Project has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

20 **VENDOR-CUM-PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Vendor-cum-Promoter executes this Agreement, the Vendor-cum-Promoter shall not mortgage or create a charge on the Schedule 'D' Property and if any such mortgage or charge is made or created after the execution of this Agreement, 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 agreed to purchase the Schedule 'D' Property.

Notwithstanding any other term of this Agreement, the Allottee hereby authorizes and permits the Vendor-cum-Promoter to raise finance/loan from any institution / company / bank by any mode or manner by way of charge/mortgage/securitization of the Project / or the land underneath or the receivables, subject to the condition that the Plot shall be made free from all encumbrances at the time of execution of the Sale Deed in favour of the Allottee(s). The Allottee shall be informed about the same at the time of agreement. On the request of the Allottee, the Vendor-sum Developer shall provide a NOC from such financial institution or bank , in order to enter into this Agreement.

21. **BINDING EFFECT:**

This Agreement shall be binding on the Parties, firstly on the Allottee signing and delivering this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan being received from the Allottee and secondly on appearing for registration of this Agreement before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Vendor-cum-Promoter. The stamp duty and registration fees for such registration shall be borne by the Allottee. If the Allottee(s) fails to execute and deliver to the Vendor-cum-Promoter this Agreement with payment and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor-cum-Promoter, then the Vendor-cum-Promoter shall serve a notice to the Allottee for rectifying the default. If such default is not rectified by the Allottee within 30(thirty) days from the date of receipt of notice from the Vendor-cum-Promoter, the Vendor-cum-Promoter may at its discretion treat this Agreement as cancelled at the end of the notice period and all sums deposited by the Allottee in connection therewith excluding the Booking Amount after deducting Statutory Payments, if any paid by the Vendor-cum-Promoter, shall be returned to the Allottee without any Interest or compensation whatsoever. If the Vendor-cum-Promoter does not terminate the Agreement, the Allottee will be entitled to complete the registration of the Agreement thereafter, the additional stamp duty and registration fees payable shall also be borne by the Allottee.

21 **PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

The Allottee is fully aware and acknowledges, understands and agrees that the logo, the mark and all Intellectual Property Rights with regards to "Fortius" as shown in Annexure 5 is the sole and exclusive property of the Vendor-cum-Promoter and the Vendor-cum-Promoter has all the rights thereto and any use of the same without any limitation whatsoever and in any shape or form or in any manner whatsoever by the Allottee or any other person, is expressly

prohibited and only the Vendor-cum-Promoter is entitled to the same and to use the same in any form, manner, for any products, and to exploit the same. On violation of this clause by the Allottee in any manner, the Vendor-cum-Promoter, apart from seeking injunctive relief will also be entitled to be compensated fully including all cost, charges and expenses incurred by the Vendor-cum-Promoter in protecting its intellectual property rights.

## **22 RIGHT RESERVED TO PROMOTER IN RELATION TO DEVELOPMENT OF THE PROJECT**

- 22.1 The Allottee agrees that Vendor-cum-Promoter shall have an unobstructed right **without** hindrance, to progress the construction of the Project, all Common Areas of the Project, and the Common Amenities and Facilities of Project. Vendor-cum-Promoter or its Nominees or Assignees shall have an exclusive, royalty free, perpetual and irrevocable license to install, fix, display, use and control, directly or indirectly, all advertising rights, marketing rights, signage rights, hoarding rights, including but not limited to all physical advertising, marketing, signage, hoardings and all other forms of signage by whatever name called, temporary or permanent, located within the Project.
- 22.2 The Vendor-cum-Promoter shall continue to remain in overall possession of all such unsold or unallotted plots and shall be entitled to enter upon the Project to enable it to complete any unfinished development work and to provide amenities and facilities as the Vendor-cum-Promoter may deem necessary.
- 22.3 The Allottee and / or the Association shall not claim any reduction in the Total Consideration and/or any damage on the ground of inconvenience and/or nuisance or on any other ground whatsoever due to unsold or unallotted plots. Further, the Vendor-cum-Promoter shall not be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the Association.

## **23 DEFECT LIABILITY PERIOD:**

Subject to the Allottee adhering strictly to the maintenance manual, normal wear and tear and warranty exceptions as described in the said Agreement, if within such period, but not exceeding 5 (five) years commencing from date of issue of Release Order or Allottee taking physical possession of the Plot, whichever is earlier, the Allottee/s brings to the notice of Vendor-cum-Promoter for any defects in workmanship in the Common Areas and/or Common Amenities and Facilities of the Project then:

- 23.1 where such defect or damage is on account of and attributable solely to the Vendor-cum-Promoter failing to exercise diligence in construction, the Vendor-cum-Promoter shall rectify the identified defect at its own cost; or

- 23.2 The Vendor-cum-Promoter shall, however, not be responsible or liable to comply with its obligations stated in Clause above, if the Allottee/s and/or Association has/have carried out any unauthorized or prohibited renovations, alterations, modifications, changes, fit-out or any civil works in any place of the project and/or the defects are on account of the acts or omissions on the part of the Allottee/s or the other Allottee/s of plots or acts of third parties and also where such defect or damage has occurred on account of the Allottee/s failing to maintain or Association failing to maintain all Common Areas of the Project and/or Common Amenities and Facilities of the Project as per the standard mandated by the Vendor-cum-Promoter at the time of handing over possession, the Promoter shall provide the Allottee/s and/or Association an estimate of the cost of repairs and upon receiving written acceptance of such estimate, proceed to carry out the repairs so identified; or
- 23.3 In case even after the handing over of Project to the Association of Owners and within period of 5 years from the Release Order, the Vendor-cum-Promoter reserves the right to inspect the Project at all reasonable times and in course of time if the Association fails to maintain as per the standards and directives of the Vendor-cum-Promoter this will be treated as breach by the Allottees or the Association of Owners or the Maintaining Agency of the Project as the case may be.
- 23.4 The Vendor-cum-Promoter shall not be responsible or liable for regular wear and tear of Roads, Cracks in Compound wall, Damage to the compound wall by the allottees/third parties during construction, Landscape works, maintenance of Electrical Works like Bulbs, short-circuits, damages to switches, Motors, Parts in panel boards, clogging of chambers and manholes, cables, damages due to Voltage fluctuations, Power outages or natural Calamities, Wearing of Painting, leakage of pipes due to time, and non-renewable of AMC's by the Maintenance Agency or Association of Owners.

## **24 EVENTS OF DEFAULTS AND CONSEQUENCES:**

- 24.1 Subject to there being no Force Majeure event, the Vendor-cum-Promoter shall be considered under a condition of default, in the following events:
- 24.1.1 Vendor-cum-Promoter fails to give possession of the Schedule 'D' Property under this Agreement to the Allottee within the time period specified in clause 9.2 despite the Allottee having made all payments in terms of this Agreement and being ready to take handover of the Schedule 'D' Property;
- 24.1.2 Discontinuance of the Vendor-cum-Promoter's business as a vendor on account of suspension or revocation of registration under the provisions of the Act or the Rules made thereunder.

- 24.2 In case of default by Vendor-cum-Promoter under the conditions listed above, Allottee is entitled to the following:
- 24.2.1 Stop making further payments to Vendor-cum-Promoter as demanded by the Vendor-cum-Promoter; or
  - 24.2.2 The Allottee shall have the option of terminating the Agreement in which case the Vendor-cum-Promoter shall be liable to refund the entire money paid by the Allottee after deducting any statutory charges paid, under this Agreement along with Interest, within sixty (60) days of receiving the termination notice and against the Allottee executing and registering a cancellation agreement for termination of this Agreement:
  - 24.2.3 Provided that where an Allottee does not intend to withdraw from the Project and terminate the Agreement, it is agreed that the Allottee shall be paid by the Vendor-cum-Promoter, Interest for every month of delay till the handing over of the possession of the Schedule 'D' Property.. Notwithstanding, what is stated herein the Allottee will be entitled to terminate this Agreement at any time after the Vendor-cum-Promoter being in default by giving 30 days' notice. On such termination, Vendor-cum-Promoter shall be liable to refund the entire money paid by the Allottee under this Agreement along with Interest, deducting any Statutory Payments made, within sixty (60) days of the termination and against the Allottee executing and registering a cancellation agreement for termination of this Agreement. The Parties have agreed that the Allottee not terminating the Agreement after default of the Vendor-cum-Promoter in terms of clause 24.2.2 above, will not be construed as waiver on the part of the Allottee to terminate this Agreement at any time thereafter if the default of the Vendor-cum-Promoter continues.
- 24.3 The Allottee shall be in default of this Agreement, on the occurrence of the following events:
- 24.3.1 In case the Allottee fails to make payments of any installment the Vendor-cum-Promoter shall give two consecutive notices as under:
    - 24.3.1.1 Vendor-cum-Promoter will notify the Allottee of such default and demand payment of that installment with Interest thereon to be paid within 15 days.
    - 24.3.1.2 In case the Allottee fails to make the payment of the installment with Interest thereof as stated above within the said 15 days the Vendor-cum-Promoter will give another 15 days to pay the installment due with Interest thereon from the due date till the date of actual payment;
  - 24.3.2 In case the Allottee despite the two notices, fails to pay the installments with Interest thereon, the Vendor-cum-Promoter by giving 30 days' notice, may cancel this Agreement and this Agreement shall thereupon stand terminated and the Vendor-

cum-Promoter will be entitled to deal with the Schedule 'D' Property with any third party as it deems fit. The Vendor-cum-Promoter will refund the money paid to it by the Allottee after deducting the Booking Amount, the Interest due on outstanding installments and Statutory Payments within sixty (60) days of termination and against the Allottee having executed and registered a cancellation agreement for termination of this Agreement.

- 24.3.3 Provided that where the Vendor-cum-Promoter does not terminate this Agreement, the Allottee shall continue to pay the Interest on the outstanding installment notified from time to time, for every month of delay till the handing over of the possession of the Schedule 'D' Property. If despite the Vendor-cum-Promoter having granted time in terms of this clause and the Allottee failing to make the payment of all the installments in terms of the Payment Plan and Interest due before taking possession, the Vendor-cum-Promoter will be entitled to terminate this Agreement and refund the amounts received after deducting the Booking Amounts, the Interest due on outstanding installments and Statutory Payments, within sixty (60) days of such termination. Notwithstanding, what is stated herein the Vendor-cum-Promoter will be entitled to terminate this Agreement at any time after the Allottee being in default by giving 30 days' notice. On such termination the Vendor-cum-Promoter will refund the amounts received after deducting the Booking Amounts, the Interest due on outstanding installments and Statutory Payments within sixty (60) days of termination. The Parties have agreed that the Vendor-cum-Promoter not terminating the Agreement after the Allottee default in terms of clause 24.3.2 above will not be construed as waiver on the part of the Vendor-cum-Promoter to terminate this Agreement at any time thereafter.
- 24.4 If the Allottee has taken housing loan facility from any financial institution or bank, then in that event based on the terms of such loan, the amounts that the Allottee would be entitled to in terms of Clauses 24.2 and 24.3. above, would be handed over to the financial institution or the bank against (a) the bank / financial institution forthwith issuing a "no dues certificate" in favour of the Vendor-cum-Promoter, (b) hand over the original of this Agreement that may be deposited with the financial institution or bank by the Allottee and (c) the Allottee having executed and registered a cancellation agreement for termination of this Agreement.
- 24.5 On issuance of any termination notice under this Agreement, the Vendor-cum-Promoter shall be entitled to deal with the Schedule 'D' Property and be released and discharged from all its obligations and liabilities under this Agreement.
- 25 CANCELLATION BY ALLOTTEE: -**
- 25.1 The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:



- 25.2 Where the Allottee proposes to cancel/withdraw from the Project without any fault of the Vendor-cum-Promoter, the Vendor-cum-Promoter herein is entitled to forfeit the Booking Amount paid for the allotment and Statutory Payments made. The balance amount of money paid by the Allottee excluding Statutory Payments and any interest for delayed payment shall be returned by the Vendor-cum-Promoter to the Allottee within 60 days of such cancellation against the Allottee having executed and registered a cancellation agreement for termination of this Agreement.
- 25.3 In the event the Vendor-cum-Promoter is prevented or restricted from performing its function and obligation under this Agreement due to a Force Majeure event, then Vendor-cum-Promoter will be exempted from performance of its obligations including delivery of the Plot, provided that suffered party within a reasonable period from the date of occurrence of the Force Majeure event, notifies the Allottee regarding occurrence of such Force Majeure event.

## 26 NOTICES

Any notice and other communications provided for in this Agreement shall be in writing and shall be first transmitted by electronic transmission and then confirmed by internationally recognised courier service, in the manner as elected by the Party giving such notice to the following addresses:

- (a) In the case of notices and other communications to the Vendor-cum-Promoter:

<b>Address</b>	:	Level Four, Raheja Paramount, 138, Residency Road, Bangalore - 560025
<b>Attention</b>	:	RS-GK REAL ESTATES LLP
<b>Telephone</b>	:	080 49460000
<b>Email</b>	:	gopi@fortiusinfra.com

- (b) In the case of notices and other communications to the Allottee /s:

<b>Address</b>	:	
<b>Attention</b>	:	
<b>Telephone</b>	:	
<b>Facsimile</b>	:	
<b>Email</b>	:	

- (c) All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by electronic transmission, or (ii) the business date of receipt, if transmitted by courier or registered mail.

Any Party may, from time to time, change its address provided for in this Agreement by giving to the other Party not less than 15 days prior written notice. If no such change is notified, the service on the address given in the title of this Agreement shall be address to which the notices are to be issued and such notice being issued shall be considered as being issued to the correct address, irrespective of the Party having changed its address without notifying.

## 27 MISCELLANEOUS

### (a) **Reservation of rights**

No forbearance, indulgence or relaxation or inaction by the Parties at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of the Parties to require performance of that provision. Any waiver or acquiescence by the Parties of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Agreement.

### (b) **Provisions of this Agreement Applicable on Allottee or Subsequent Allottees**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained in this Agreement and the obligations arising hereunder in respect of the Schedule 'D' Property shall equally be applicable to and enforceable against and by any subsequent allottees of the Plot, pursuant to the assignment that would be permitted in terms of clause 16 above for all intents and purposes.

### (c) **Severability**

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

### (d) **Amendment**

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereto or any rights arising here from shall be valid or binding unless made in writing and duly executed by both Parties.

**(e) Waiver**

The Vendor-cum-Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive any of the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of Interest for delayed payment. Any such waiver of either a breach or payment of Interest shall not be construed to be a precedent and /or binding on the Vendor-cum-Promoter to exercise such discretion in the case of other allottee/s. Any one of the breach being waived under this clause shall not be construed to be a waiver of the Vendor-cum-Promoter's right to terminate this Agreement for any subsequent breach of the Allottee /s in payment of the subsequent instalment under the Payment Plan

**(f) Counterparts**

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. The Parties will be signing such counterpart.

**(g) Entirety:**

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

**(h) Stamp Duty, Registration Charges, etc.**

- (i) The stamp duty payable on this Agreement, shall be borne by the Allottee exclusively. The Vendor-cum-Promoter shall have no liability in this respect thereto.
- (ii) The stamp duty and registration fee or any demands for deficit prevailing on the date of registration of this Agreement and the Conveyance Deed, shall be borne by the Allottee exclusively. The Vendor-cum-Promoter shall have no liability in respect thereto. The Allottee shall be solely responsible and liable for compliance of the provisions of Karnataka Stamp Act, 1957, including any actions taken or deficiencies / penalties imposed by the appropriate authority.
- (iii) Each of the Parties shall bear their respective legal costs associated with the preparation, finalisation, completion and execution of this Agreement and the Conveyance Deed.

28      **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 payments, towards any Common Areas of the Project and or the Common Amenities and Facilities of the Project or any other cost or capex for such Common Areas of the Project and or the Common Amenities and Facilities of the Project, the same shall be in the proportion of the extent of the Plot to the total extent of all the plots in the Project.

29      **PLACE OF EXECUTION:**

The execution of this Agreement by the Vendor-cum-Promoter is at Bengaluru and the execution of this Agreement by the Allottee as at Bengaluru.

30      **FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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      **DEFAMATION:**

Any issues/ differences in respect of Agreement of sale has to be clarified/settled between both the parties. The Allottee shall not do false publicity/ propaganda against the Vendor-cum-Promoter or Project. If the Allottee does the same the Vendor-cum-Promoter is entitled to terminate the Agreement and at the same time the Vendor-cum-Promoter has every right to initiate legal action against such Allottee including filing of suit for defamation.

32      **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.

33      **GOVERNING LAW AND JURISDICTION:**

- 33.1      The provisions of this Agreement shall, in all respects, be governed by, and construed in accordance with the laws of India.

- 33.2 The Parties agree that the courts in Bengaluru shall have jurisdiction.
- 33.3 The Karnataka Real Estate Regulatory Authority or the Appellate Tribunal under the Rules framed pursuant to the Act by the Government of Karnataka would have jurisdiction for the matters arising under this Agreement and falling under the Act.

### **SCHEDULE-A**

#### **SCHEDULE 'A' PROPERTY**

All that piece and parcel of residentially converted land bearing portion of Survey No. 28/2 measuring about 2 Acres 17 <sup>3</sup>/<sub>4</sub> Guntas situated at Kamenahalli Village, Kundana Hobli, Devanahalli Taluk; Survey No. 107/2 measuring about 3 acres 6 Guntas and Survey No. 108/4 measuring about 1 Acre 17 <sup>1</sup>/<sub>4</sub> Guntas both situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk together in all measuring about 7 Acres 01 Gunta and bounded as follows: -

EAST	:	Land bearing Survey No.106 (Private Property);
WEST	:	Road;
NORTH	:	Remaining portions of Survey No.28/2 of Kamenahalli Village, Survey No.108/4 and 107/2 of Hegganahalli Village retained by RS-GK Real Estates LLP;
SOUTH	:	Road;

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

##### **(Description of Property on which Project has been developed)**

All that piece and parcel of residentially converted land being portion of the Schedule 'A' Property measuring about 3 acres and 25 Guntas (i.e. 14,670.64 square meters).

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

##### **(Description of Undivided Share agreed to be purchased)**

\_\_\_\_\_ sq. ft of undivided share in land comprised in Plot No. 60 in the Layout, based on which the Vendor-cum-Promoter has achieved the FAR for the Project.

**SCHEDULE - 'D' PROPERTY**

**(Plot in the Project agreed to be purchased)**

Plot No. \_\_\_\_\_ square feet in the layout known as "***Fortius Good Earth***", located on Survey No. \_\_\_\_\_, measuring and bounded as under;

On the East: \_\_\_\_\_

West: \_\_\_\_\_

North: \_\_\_\_\_

South: \_\_\_\_\_

**SCHEDULE "E"**

**RIGHTS OF THE ALLOTTEE**

The Allottee shall have the following rights in respect of Schedule Property:

1. The right to use the Schedule 'D' Property for construction of only a residential villa, without any violation the plans which are approved by the planning authority or any infringement into the planned/available common amenities/facilities in the Schedule "B" Property.
2. The right and liberty to the Allottee and all persons authorized or permitted by the Allottee (in common with all other persons, permitted or authorized to do similar right) at all times and for all purposes, to use and enjoy all the Common Areas and Common Amenities and Facilities in the Plot development known as "Fortius Good Earth".
3. The right of uninterrupted passage of water, electricity, sewerage, etc., from and to the Layout through the pipes, wires, sewer lines, drain and water courses, cables, which are or may at any time hereafter be, in, under or passing through the Layout or any part thereof. The Allottee shall pay all relevant charges as prescribed and demanded by the concerned department for such laying of water pipes, cables etc.
4. Right to use underground sewerage disposal system laid in the Layout and right to draw water from common water supply system subject to bearing and sharing the applicable charges directly and whenever required and proportionately for the common maintenance expenses.

5. Right to use and enjoy all Common Areas and the Common Amenities and Facilities in the Layout subject to payments of common expenses and maintenance charges as provided in the Agreement and subsequently by the Owners Association.
6. Right to use and enjoy the Common Areas & Amenities in the Layout in accordance with the purpose for which they are installed without endangering or encroaching the lawful rights of other owners/users.
7. Right to make use of all the common roads, driveways and passages provided in Schedule 'A' Property to reach the Schedule 'C' Property without causing any obstruction for free movement therein.

### **SCHEDULE "F"**

#### **OBLIGATIONS OF THE ALLOTTEE**

The Parties mutually agree that the rules, regulations, terms and conditions in this Agreement shall individually and jointly bind all Allottee s / Co-Owners (and include their nominees, legal representatives/ administrators/ executors/ agents/heirs/assignees/lessees/tenants, etc.) before and after possession of Schedule 'D' Property to the Allottee and the Allottee undertakes that from the day the Vendor-cum-Promoter declares Schedule 'D' Property is ready for possession to abide at all times by the following terms and conditions:

1. The Allottee shall be obligated to follow the restrictions in the manner of enjoyment of the Schedule 'D' Property.
2. The Allottee shall be entitled to make use of the Common Areas and the Common Amenities and Facilities of the plotted development known as "***Fortius Good Earth***" in common with other site owners and not to cause any obstruction for the free passage and movement in such Common Areas. The Allottee shall not cause any obstruction for free movement of men, materials and vehicles in the internal roads, passages and any Common Areas by placing any materials/vehicles/articles or otherwise.
3. The Allottee shall not construct anything on the Plot in violation of the sanction plan secured for the construction of the Plot and the Allottee shall not be entitled to construct any multi dwelling structure on the Schedule 'D' Property even if the law would permit. The Allottee shall not construct on the Schedule 'D' Property in violation of the sanction plan secured for the construction including set back as prescribed under Applicable Law.
5. The Allottee shall have no power or authority to build on any of the Common Areas nor will the Allottee cause any construction/obstruction which would affect the Common Amenities and Facilities to the other site owners.
6. The Allottee shall pay the pro-rata or stipulated property taxes and cesses and outgoings levied on and expenses for the maintenance of Common Areas and Common Amenities and Facilities including common water charges, streetlights, security, repair and maintenance and applicable taxes.

7. The Allottee shall maintain the surroundings clean and shall not cause any nuisance to the neighbours.
8. The Allottee shall not use the Schedule 'D' Property or permit the same to be used for any purpose which in the opinion of the Vendor-cum-Promoter and or Association may cause nuisance or annoyance to occupiers of other site owners in the Layout;
9. The Allottee shall abide by all the laws and regulations of the Government, and any other duly constituted authority from time to time in force, and answer and be responsible for all notices or violations and of any of the terms and conditions in this Agreement to Sell.
10. The Allottee in the event of leasing the Plot shall keep informed the association and the Agency maintaining the common areas about the tenancy or lease or license and give all the details of the occupants and only such occupant shall be entitled to make use of the Club facilities as a temporary member and the Allottee shall not be entitled to make use of the Club facilities during the occupation of such tenant, lessee or licensee etc. Notwithstanding the leasing, licensing or creation of tenancy, the primary responsibility to adhere to all the rights and obligations contained herein shall be that of the Allottee and it shall be the responsibility of the Allottee to ensure that the tenant/lessee / licensee/ occupant follows all the rules and regulations that may be prescribed for the occupants of the sites in the development known as "Fortius Good Earth".
11. The Allottee shall not encroach upon any roads, parks and open spaces in the Layout and shall keep the same free from any obstructions. The Allottee shall not trespass into other sites/houses or restricted areas.
12. The Allottee shall not litter or throw garbage/used articles/rubbish in the common areas, parks and open spaces, neighboring sites and roads in the Layout and shall strictly follow the rules and regulations for garbage segregation at source and disposal as prescribed by the Vendor-cum-Promoter or the statutory authority. The Allottee shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Agency maintaining the Common Areas, and facilities in the development known as "Fortius Good Earth" from time to time.
13. The Allottee shall not:
  - 13.1 Close Roads, footpath, passages and other common areas in the Layout.
  - 13.2 Default in payment of any common expenses, statutory payments, property taxes or levies which are to be shared/ incurred as the owners of sites in the development known as "Fortius Good Earth"
  - 13.3 store/keep explosives, inflammables/prohibited articles, which are hazardous, dangerous, noisy or combustible in nature.
14. Create nuisance or annoyance to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.



15. Raise any dispute or call in question the use of the roads in Layout for the purpose of egress and ingress or raise any dispute or call in question the use of the Club for the organizing of events, seminars, functions, ceremonies and other activities in the Club by the Vendor-cum-Promoter or its assignees/nominees/agents/ transferees for the members of the Club and/or third parties.
16. The Allottee shall mandatorily maintain all the structure/facility of rain water harvesting for ground water recharge in the Schedule 'D' Property.
17. The Allottee shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Layout in common with the other owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other owners the cost of maintaining and repairing all Common Amenities such as common accesses, generator, etc.
18. The Allottee shall mandatorily maintain all the installation of dual piping system for the use of STP treated water in the Schedule 'D' Property. The treated water is to be used for toilet flushing, gardening and other secondary purposes.
19. The Common Areas and the Common Amenities and Facilities shall be for common use and enjoyment of all owners of the Layout and no owner including Allottee shall bring any action for partition or division of any part thereof.
20. No owner including occupants can get exempted from liability for contribution towards common expenses by waiver of the use or enjoyment of any common areas and facilities or by abandonment of house.
21. The Allottee shall not keep any cattle / livestock in the Schedule 'D' Property and the Allottee shall keep all pets confined within the Schedule 'D' Property and will ensure that the pets do not create nuisance / disturbance to the other owners / occupants / users of the Layout.
22. Not to use any space left open in Schedule "B" Property for parking any vehicles or to use the same in any manner.
23. The Vendor-cum-Promoter or its Facility Manager / Owners Association can change / alter / modify / add / delete any clauses in the said rules and regulations.
25. The Allottee shall from the date of handing over possession, maintain Schedule 'D' Property including the open area within Schedule 'D' Property at his/her cost in good and tenantable condition and shall not do or cause to be done anything that damages or otherwise deteriorate the appearance of the overall Layout. The Allottee shall not do anything that may adversely affect the aesthetic appearance / beauty of the Schedule 'D' Property or impact the overall aesthetics of the Layout.
26. The name and or Plot number of the Allottee shall be put in standardized letters and colours and only at the location / board that may be designated by the builder but at no other place in the property and number shall not be altered at any time and for any reason.

- 27 No signboard, hoarding, or any other logo or sign shall be put up by the Allottee on the exterior of the Schedule 'D' Property or anywhere else in the Schedule "B" Property.
- 28 The Allottee shall use the Schedule 'D' Property and the construction thereon only for private residence and shall not be put to any commercial, semi- commercial activities including transit homes or serviced villa/homes. The Allottee shall strictly comply with the Construction Guidelines as provided by the Vendor-cum-Promoter. In the event the Allottee commits any breach of the Construction Guidelines, the Vendor-cum-Promoter and/or Association shall have the right to take injunctive reliefs against the Allottee. The Allottee agrees that the restriction placed by the Vendor-cum-Promoter under the Construction Guidelines is reasonable.
- 29 The Vendor-cum-Promoter does not owe any responsibility for any breakage's damages caused to any part of the Project due to construction work of the Allottee. The Vendor-cum-Promoter is not answerable to any kind of thefts, pilferage, etc., during such construction work. The Allottee will be required to deposit refundable deposits being the caution amounts during the construction based on the norms fixed by the Vendor-cum-Promoter and thereafter the Association of Owners.
- 30 The Allottee shall use the footpath provided with the Internal Road only for the purpose of walking and for no other purpose.
- 31 The Allottee shall ensure no damages takes place to the Internal Road any time. In the event of any damage to the Internal Road cause by the Allottee or any of its representatives, the Allottee shall be liable for such costs/expenses that is incurred in order to repair the Internal Road.
- 32 The Vendor-cum-Promoter shall not be liable for any loss, damages and/or costs that may be incurred by the Allottee and or its guests during the use of the Internal Road;
- 33 The Allottee shall not bring in lorry or any heavy vehicles in the Layout which has the potential to damage the entrance portal or the internal roads.
- 34 The Allottee shall carry out construction works only on week days during the day time between 9 A.M. and 6 P.M. The Vendor-cum-Promoter does not owe any responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to the Allottee but originally carried out by the Vendor-cum-Promoter.
- 35 The Allottee maintain the surroundings clean and shall not use the Schedule 'D' Property or permit the same to be used for any purpose which in the opinion of the Vendor-cum-Promoter may cause nuisance or annoyance to occupiers of other plot owners in the Project.
- 36 The Allottee shall be liable to pay for all connection charges, levies, cost and expenses for the water and sewerage lines laid for the Schedule 'D' Property.

- 37 The Allottee shall be liable to pay any development or betterment charges levied by any municipality within whose jurisdiction the Project is located, for the Schedule 'D' Property and or the construction thereon and proportionate share for the Common Areas of the Development as may be ascertained by the Association of Owners.
- 38 The Allottee shall become a Member of the Owners Association to be formed amongst the owners of Plots in the "Project" and agree to observe and perform the terms and conditions and bye-laws and rules and regulations of the Association that may be formed and pay the admission fee and other fees that may be agreed. The maintenance of all the common areas and facilities in the Project shall be done by Promoter/Promoter Appointed Agency for a duration of 2 (two) years from Release Order and the Allottee/s shall pay all common expenses and other expenses, taxes and outgoings to the Vendor-cum-Promoter or the Maintenance Company engaged by the Vendor-cum-Promoter on Cost + 20 %.
- 39 It is hereby clarified and agreed that all expenses relating to maintenance of common areas, amenities, open spaces, parks, gardens and facilities shall be borne by the owners of Plots in the "Project" proportionately. No Allottee of a Plot in the Project is exempted from payment of common area maintenance expenses by waiver of the use or enjoyment of all or any common areas and facilities or by non- occupation of the Plot.
- 40 The Allottee/s/Purchaser/s shall not litter or throw garbage/used articles/rubbish in the common areas, parks and open spaces, neighboring plots and roads in the Project. The Allottee/s/Purchaser/s shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Promoter/Vendor or its agency maintaining the Common Areas of the Project from time to time.
- 41 The Allottee shall not:
- a) Close or block roads, passages and other Common Areas of the Development.
  - b) Default in payment of any Statutory Payment, common expenses, property taxes or levies to be shared/ incurred as the owners of plots in the Project.
  - c) Store/keep explosives, inflammables/prohibited articles, which are hazardous, dangerous, noisy or combustible in nature in the Schedule 'D' Property or the Project.
  - d) The Allottee shall not create nuisance or annoyance to other occupants and plot owners by allowing pounding, running machinery and causing similar disturbances and noises. The Allottee/s/Purchaser/s shall not at any time, carry on or suffer to be carried on any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the other plot owners or occupiers or the neighbours or which may tend to depreciate the value of the Project. The Allottee shall keep the Plot in good condition and shall not do any work which would reduce the value of the Project;
- 42 The Allottee shall allow the persons duly authorized by the Association of Owners / Vendor-cum-Promoter or its maintenance agency to enter into the Schedule 'D' Property for the purpose of

maintenance and repairs, subject to 24 hours' notice in writing of such purpose to the Allottee. The Allottee shall pay their proportionate share for the maintenance charge of the Project.

- 43 The Allottee shall not park any vehicle in any part of the Project except in the in the parking area in the Schedule 'D' Property. The Association of Owners may by mutual agreement of all the plot owners set apart or demarcate any part of the Common Areas as parking lot for bicycle, two wheelers or visitors' car park.
- 44 The Allottee shall not use or permit the Plot to be used for storing explosives, chemicals or gas or any other combustible material or for carrying out commercial activities such as establishing restaurants, eateries, lodge, dairy farming and such other activities and shall also not use the same for any illegal or immoral activities and shall also not install any machineries other than domestic gadgets.
- 45 The Allottee shall not sink borewell/s in the Schedule 'A' Property and Schedule 'D' Property. such rights shall vest only with the Association of Owners / Vendor-cum-Promoter;
- 46 The Allottee shall be permitted to install 1 (one) diesel generator in Schedule 'D' Property, subject to the rules formed by the Association and Owners and within the permissible noise levels provided for under rules of the Central Pollution Control Board ;
- 47 The Allottee shall comply with all the rules and regulations pertaining to electrical installations, fire safety equipment and services, pollution control and general safety equipment and services as may be provided in the Common Areas of the Project;
- 48 The Allottee shall ensure that the Association of Owners is always compliant with the Association Agreement. That the Allottee with the other owners of the plots, through the Association of Owners shall always keep the annual maintenance contracts with regards to all the Common Areas of the Development valid and shall pay the amounts of annual maintenance contract and Association Agreement as and when demanded by the maintenance agency appointed. The Allottee is fully aware that non-payments towards the annual maintenance contracts will adversely affect all the equipment installed by the Vendor-cum-Promoter in the Project and non-payment of maintenance charges shall also affect such maintenance of the general and safety equipment installed and shall ensure periodical renewal of the same and that same is kept in current and also maintain necessary certificates, licenses, permits, permissions, insurance renewal thereof;

#### ANNEXURE-I (STATUTORY AND OTHER CHARGES):

**ANNEXURE II [PAYMENT PLAN FOR SALE CONSIDERATION OF THE PLOT]**

**A. BOOKING ADVANCE < 5% ( equal or less than FIVE PERCENT )**

**B. ON AGREEMENT OF SALE Not more than 10% unless Agreement is registered**

**C\*. ON COMPLETION OF FOUNDATION These payments shall be linked to the milestones to reflect the progress of the project. PROGRESS OF THE PROJECT IN SLABS ON COMPLETION OF SUPER STRUCTURE ON COMPLETION OF FLOORING & PAINTING ON COMPLETION OF ELECTRICAL & PLUMBING ON COMPLETION OF ALL AMENITIES**

**AT THE TIME OF EXECUTION OF SALE DEED**

## ANNEXURE 1

The Schedule 'D' Property is shown hatched in red in the plan of the Layout below



**ANNEXURE 2**  
**(Payment Plan)**

**ANNEXURE 3**  
**(Details of Common Areas of the Project)**

1. 18 M and 12 M wide roads
2. Paved pathways
3. Landscaping on either side of the roads
4. Clubhouse

**ANNEXURE 4**  
**(Details of Common Amenities and Facilities of the Project)**

1. 100% power back up for common areas
2. 24 Hours Water Supply
3. Clubhouse
4. Streetlights



ANNEXURE 5

LOGO



**FORTIUS** INFRA

## **ANNEXURE 6 : Project Specifications**

### **SPECIFICATIONS FOR LAYOUT:**

1. 18 M and 12 M wide roads
  2. Underground electrical cabling
  3. Water supply through gravity system
  4. Paved pathways
  5. Landscaping on either side of the roads
  6. Streetlight poles
  7. Clubhouse
- 

### **Annexure 7:**

For the safety and security of the community below prescribes are Guidelines to be adhered for Plot Owners while undertaking construction activity at their respective Plots

#### 1. Building Height

Plinth at 1'6" [0.45 m] from the approach road.  
 Maximum height of structure of the unit 32' [10.0 m].  
 Boundary wall on the side 4' 9" [1.5 m].  
 Maximum height of any structure / element on the terrace including water tanks/  
 staircase headroom etc.: 12 m.

#### 2. Dwelling Unit Limitation

Only one (1) dwelling unit is allowed per plot and the Allottee shall not divide or sub-divide the Plot in any manner.

#### 3. Plan Submission

Allottees must share the sanctioned building plan with the Association and the Vendor-cum-Promoter before starting construction. The Allottee shall guarantee that there will be no deviation from the Plan Sanction / Bye-Laws / Rules laid down whatsoever by the sanctioning authority

#### 4. Temporary Barricades

Allottees must install temporary enclosures or barricades around the plot to minimize disturbances to neighboring plots during construction.

5. Earnest Deposit

An earnest deposit must be submitted to the Association before construction begins. This deposit serves as security against any damage caused to Common Areas or Common Facilities.

6. Garage and Setback Restrictions

Enclosed car garages must not extend into setback areas.

7. Tree Preservation

No trees may be cut without prior approval from the Association.

8. Borewell Prohibition

Borewells are strictly prohibited on all plots.

9. Architect and Contractor Registration

Architects and contractors must be registered with the Association before they undertake any work on the project.

10. Material Storage

Construction materials must be stored within the plot. No materials may be stored outside individual plots.

11. Housekeeping Compliance

Allottees must adhere to the Housekeeping Policy throughout the construction period.

12. Waste Disposal

Construction materials or debris must not be left or discarded on the access road. All waste must be properly removed from the project site to prevent fire hazards and maintain cleanliness.

13. Footpath Usage

The footpath along the access road is strictly for pedestrian use and must not be used for storing construction materials or any other purpose.

14. Access Road Protection

Allottees are responsible for preventing damage to the access road. If any damage occurs, the Allottee will bear the costs of repair.

15. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor-cum-Promoter and thereafter the Association of Owners and/or maintenance agency appointed by Association of Owners. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. Construction Vehicle Guidelines

- Construction work is allowed between 8:00 AM and 6:00 PM on weekdays.
- Construction work is prohibited on weekends and public holidays.
- Construction vehicles are allowed to enter Project only between 8:00 AM and 6:00 PM on weekdays. Construction vehicles with a maximum of six wheels are permitted on the access road. Heavy machinery, such as earth movers, cranes, or JCBs, may only be used with prior approval from the Vendor-cum-Promoter.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for sale at \_\_\_\_\_ (city/town name) 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 \_\_\_\_\_

(2) Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Vendor-cum-Promoter:

(1) Signature (Authorized Signatory) \_\_\_\_\_

Name \_\_\_\_\_

in the presence of:

**WITNESSES:**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_