

AGREEMENT FOR SALE

(Without Possession)

This AGREEMENT FOR SALE is made and executed on this the day of year Two Thousand Twenty Five (XX-XX-2025)

By and Between

1. **Sri. K. Venkatesh**, aged 68 years, S/o. Mr. S/o. Late. Krishna Reddy;
 2. **Smt. Lavanya V**, aged 43 years, D/o. Sri. K. Venkatesh;
 3. **Smt. Prathiba V**, aged 41 years, D/o. Sri. K. Venkatesh;
 4. **Sri. Rohit V**, aged 39 years, S/o. K. Venkatesh;
- All residing at No.3417, 3rd Cross,
10th Main, Indiranagar 2nd Stage,
Bangalore – 560038.

Represented by their GPA Holder:

M/s. JAYAN HOMES,

PAN: AAVFJ8146R

A Partnership firm,
having its Office at No.127/11,
Navarathna Agrahara,
Bangalore – 562157

Represented by its Managing Partners,

1. **JAIPRASAD P. S**, aged 38 years, Aadhaar No. 4316 9159 7917
S/o. P. Subramanyam.
2. **ANVESH YARLAGADDA**, aged 31 years, Aadhaar No. 9673 6759 7971
S/o. Y.V. Krishna Rao.

Hereinafter referred to as the 'VENDORS' (which term wherever the context so applies shall mean and include the respective Legal Heirs, Legal Representatives, Executors, Administrators and Assigns) of the FIRST PART.

M/s. Jayan Homes,

PAN: AAVFJ8146R

A Partnership firm, having its Office at:-
No.127/11,
Navarathna Agrahara,
Bangalore – 562157

Represented by its Managing Partners,

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S/o. P. Subramanyam
2. **ANVESH YARLAGADDA**, aged 31 years, Adhaar No. 9673 6759 7971
S/o. Y.V. Krishna Rao

Hereinafter referred to as the 'PROMOTER/CONFIRMING PARTY' (which term wherever the context so applies shall mean and include the Partnership Firm, its Partners, Successors-in-Office, Legal Representatives, Executors, Administrators and Assigns) of the SECOND PART.

AND:

.....

Aged about years

S/o Sri

Currently residing at :-

H.No.

.....

.....

PAN No., Aadhar No.

Hereinafter called the 'ALLOTTEE/S' shall wherever the context so applies shall mean and include his/her/their respective Legal Heirs, Assigns, Successors, Executors, Administrators, Legal Representatives, etc., of the THIRD PART.

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

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

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) "Appropriate Government" means the Government of Karnataka;
- (c) "Rules" means the Karnataka Real Estate (Regulation and Development) Rules, 2017 under the Real Estate (Regulation and Development) Act, 2016;
- (d) "Regulations" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- (e) "Section" means a section of the Act.

WHEREAS the Vendors are the Owners of all that piece and parcel of the Residentially Converted Land bearing 1) Sy No.13 (Old), New Survey No. 127, Now Survey No. 127/1, measuring an extent of 0-22 Guntas, and Old Sy No.17, New Survey No. 17/2, measuring an extent of 1-0 Acres, totally 1 Acre 22 Guntas, (converted vide the Official Memorandum dated 20-10-2008 bearing No. ALN (NA)JALA:SR:94-2007-08, issued by the Special Deputy Commissioner, Bangalore Rural District) formed out of New Converted Survey Nos. 17/2 and 127/11, situated at Akkupete Village, Kasaba

Hobli, Devanahalli Taluk, Bangalore Rural District, which property is morefully described in the schedule hereunder and hereinafter referred to as the SCHEDULE 'A' PROPERTY.

WHEREAS thus the Vendors having acquired the Schedule 'A' Property in the manner mentioned above, are in peaceful possession and enjoyment of the same.

WHEREAS the Vendors/Promoter evolved a scheme of ownership of Residential Apartments in Schedule 'A' Property, and as per the scheme any person desirous of owning an apartment in the Project can purchase the proportionate undivided share, right, title and interest in the Schedule 'A' Property from the Vendors and such buyer by virtue of agreeing to purchase the undivided interest in the Schedule 'A' Property will get a right to construct the apartment only through the Promoter and upon conveyance of the undivided share in the Schedule 'A' Property, the buyer will perfect his/her/their title over the apartment got constructed. Upon such sale in the overall scheme, the entire Schedule 'A' Property will be jointly owned and held by the owners of the apartments through an Association and each of them having a definite undivided share in the Schedule 'A' Property and absolute ownership to the respective Apartments with right to use in common with others, all the common areas, amenities and facilities, within the Schedule 'A' Property. The scheme as described above forms the basis of sale and ownership of the Apartments in Project.

WHEREAS, the PROMOTER **M/s. Jayan Homes**, a Partnership firm, Represented by its Managing Partners, Mr. Jaiprasad P S and Mr. Anvesh Yarlagadda, propounded a scheme of developing the Portion of the Schedule a Property into a Residential Apartments i.e., in the Schedule A Property in this regard the PROMOTER has entered into a registered **Joint Development Agreement** dated 03/09/2025, registered as document No.BYP-1-04572/2025-26, of Book I, in the Office of the Sub-Registrar, Bytrayanapura, Bangalore with the Vendors and have also secured **General Power of Attorney** dated 03/09/2025, registered as document No.BYP-4-00282-2005-26 of Book IV, in the Office of the Sub-Registrar, Bytrayanapura, Bangalore from the Vendors, which inter alia authorises and empowers the PROMOTER to develop the Schedule A Property into a Residential Apartment Buildings, as per the terms of the said Joint Development Agreement.

- A. The said land is earmarked for the purpose of building a residential project comprising Two apartment buildings and the said project shall be known as "JAYAN ONE".

WHEREAS, pursuant thereto the PROMOTERS has commenced the construction of Residential Apartment Buildings over the Schedule A Property upon obtaining a **sanctioned Plan from Bangalore International Airport Area Planning Authority (BIAAPA) vide bearing No. BIAAPA/TP/CC/524/2024-25/2025-26, dated 19-07-2025 and Commencement letter dated 19/07/2025 vide bearing No. BIAAPA/TP/CC/524/2024-25/2025-26**, comprising of Two Blocks, viz., **Block 'A'** with Ground + 3 Upper Floors & Terrace **and Block 'B'** with Ground + 3 Upper Floors & Terrace in the Schedule A Property; under the name and style "**JAYAN ONE**".

WHEREAS the sale of undivided share of land in any of the blocks in "JAYAN ONE", shall be subject to the above-mentioned common amenities, which shall be of a permanent character

and at no point of time, will the ALLOTTEE/S of the proposed apartment or their Successors-in-title object to this right of use of the common amenities in "JAYAN ONE".

WHEREAS, during the course of constructions the Vendors and the PROMOTER have negotiated the sharing ratio of the residential apartments in the proposed project over the entire Schedule A Property and accordingly the sharing ratio stood changed as 35 : 65 i.e., the Vendors' share being 35% of undivided share of land, super built up area, car parking/Terrace area in the Schedule A Property and the Developer's share being the remaining 65% of undivided share of land, super built up area, car parking/Terrace area in the Schedule A Property.

- B. **WHEREAS** the PROMOTERS is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which project is constructed have been completed.
- C. The BIAAPA and TMC Devanahalli have granted the sanction plan vide bearing No. BIAAPA/TP/CC/524/2024-25/2025-26 dated 19-09-2025.
- D. **WHEREAS** the Real Estate Regulatory Authority has registered the Project vide **Registration No: PRM/KA/RERA/XXXX/XXX/PR/XXXXX/XXXXXXXXX dated XX.XX.20XX** in accordance with the provisions of section 5 of the Real Estate (Regulation and Development) Act, 2016 hereinafter referred to as 'the Act' and created a webpage on the website of the Authority.

WHEREAS, further as per the terms of the said Deed of Declaration to be read along with Supplemental Sharing Agreement, the Flat bearing **No in the Floor of 'A' BLOCK, XXXX sq. feet (XX.XX sq mtr) super built up area, (i.e., XXX Square feet (XX.XX sq mtr) of Carpet area, XX.XX Square feet (X.XX sq mtr) of exclusive Balcony area, XX.XX sq ft (X.XX sq mtr) of wall area and XX.XX Sq ft (XX.XX sq mtr) of common area)** with One Covered Car Parking in the Apartment building known as "JAYAN ONE", to be constructed on the Schedule A Property is fallen to the share of the PROMOTER herein.

- E. **WHEREAS**, the Allottees/Allottee had applied for an apartment in the Project vide application dated XX.XX.2025 for allotment of the Apartment bearing **No.** in the project known as "JAYAN ONE", having a **XXX sq. feet (XX.XX sq mtr) super built up area, (i.e., XXX Square feet (XX.XX sq mtr) of Carpet area, XX.XX Square feet (X.XX sq mtr) of exclusive Balcony area, XX.XX sq ft (XX.00 sq mtr) of wall area and XXX.XX Sq ft (XX.XX sq mtr) of common area)** together with One Covered Car Parking Space as specified in Clause (n) of Section 2 of the Act (hereinafter referred to as the Apartment) and in furtherance of his application, the Vendors have allotted the said Apartment in favour of the Allottee / Allottees (The "Apartment" more particularly described in Schedule "C" and the floor plan of the apartment is annexed hereto and marked as Annexure II). The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

- F. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligation detailed herein.
- G. **WHEREAS** the Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- H. **WHEREAS** the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- I. **WHEREAS** in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the covered car parking space morefully described hereinabove.

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as detailed hereinabove.

1.2 The Total Price for the Apartment based on the carpet area inclusive of cost of one covered car parking is **Rs./-** (Rupees only).

Flat No.	
Block	A Block
Type	X BHK
Floor Floor
Total Price (in rupees)	
Rate of Apartment per square feet	
Basic cost of the flat (in rupees)	
Cost of Balcony & Utility area (Rs.)	
Proportionate cost of common areas	
Preferential location charges	
Cost of one covered Car park	

Taxes (GST) @ ...%	
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Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment. For the purpose of this Agreement, the Booking amount is considered as 10% of the total sale consideration of the Apartment, irrespective of the amount paid by the Allottee at the time of booking.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax (GST) and / or any other taxes by whatever name called imposed on the consideration paid/payable under this Agreement, up to the date of handing over the possession of the apartment to the allottee and the project to the association of allottee/s or the competent authority, as the case may be, after obtaining the completion certificate.
- (iii) The allottee shall be liable to pay the stamp duty and other expenses at actuals towards registration of Agreement to sell and registration of Sale Deed.
- (iv) The Allottee shall be liable to deduct TDS @ 1% on the sale price payable wherever the total cost of the flat is Rs. 50,00,000 or more.

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification:

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

- (v) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in clause (i) above and the Allottee shall make payment demanded by the Promoter within 10 business days and in the manner specified therein. If any penalties are levied by the Authorities, for delay in tax, the same may be recovered from the Allottee. In addition, if there is any change in taxes, the Promoters shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (vi) The Total Price of Apartment payable includes price of land, construction price, construction of (not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical circuit system to the apartment, lift, water line and plumbing, finishing with paint, flooring doors, windows in terms of the specifications set out in the Annexure-III of this Agreement, maintenance charges

and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project but does not include the expenses towards stamp duty and incidental expenses on account of registration of this Agreement to Sell and also registration of Sale Deed. Expenses on these account shall be borne by the allottee at actuals.

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in the Payment Schedule Annexed herein at Annexure-I without any delay
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 2% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Annexure-II & III (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is affected) in respect of the apartment without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 The Promoter shall conform to the final carpet area (also the super built up area) that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in carpet area the Promoter shall refund the excess money paid by Allottee within Sixty days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to allottee, the Promoter may demand

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

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

- (i) The Allottee shall have exclusive ownership of the Apartment
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants/other owners without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of Allottees after duly obtaining the completion certificate i.e., Occupancy Certificate from the competent authority as provided in the Karnataka Apartment ownership Act 1972;
- (iii) The Total Price of the Apartment is payable is made up of the following
 - a) Land Charges Consideration
 - b) Construction Charges Consideration (which can provide the cost of exclusive terraces, exclusive balcony, car park, exclusive garden areas, etc.,)
 - c) Charges for external development as per specification
 - d) Charges for internal development as per specification
 - e) Amenities and facilities
 - f) Charges towards electricity circuit system, connection, transformer, cable draw to the project /building.
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment as the case may be. Such project site visit is with prior appointment and the Allottee following the safety guidelines outlined by the Promoter

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with **ONE** covered / open parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said land and is not a part of any other project or zone and shall not form a part of and / or linked / combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that the Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee/s, which it has collected from the Allottee/s, for the payment of outgoings (which means land cost, ground rent, municipal or other local taxes or electricity, maintenance charges (as collected and not spent), including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent

authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee/s or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee/s, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The Allottee has paid a sum of Rs./- in the following manner:

(a) **Rs. only**) by way of on line transfer No. dated through Bank.

(b) **Rs. vide cheque No.....** dated drawn onBank, Bangalore Branch

in favour of PROMOTER) as Agreement amount being part payment towards the total Price of the Apartment at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan shown in Annexure-I as may be demanded by the Promoter within the time and in the manner specified therein, provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Act and Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones as set out in the Payment Plan in Annexure-I hereto, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan Annexure-I through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of designated Bank Account of the Project favouring **"JAYAN HOMES"**.

RERA Project Collection Account (100%)

Name of the Account Holder: Jayan Homes Jayan One Rera Collection Account

Account Number: 10248056071

Bank Name: IDFC FIRST BANK

IFSC Code: IDFB0080178

Branch Name: Sadashivanagar

RERA Project Designated Account (70%)

Name of the Account Holder: Jayan Homes Jayan One Designated Account

Account Number: 10248056037

Bank Name: IDFC FIRST BANK

IFSC Code: IDFB0080178

Branch Name: Sadashivanagar

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT / APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of Allottee/s or the competent authority, as the case may be. The Allottee shall abide by the time schedule provided in the Payment Plan in terms of the Agreements for the payment of all the installments, which will enable the time completion of the Project by the Promoter

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the Floor Plan (as Annexed at Annexure-II herein), payment plan (as Annexed at Annexure-I herein), and the specifications (as Annexed at Annexure-III herein) amenities and facilities which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment - The Promoter agrees and understands that timely delivery of possession of the Apartment to the allottee and the common areas to the association of Allottee/s or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on or before **26-10-2030** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project.

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees and confirms that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount save and except the taxes and other governmental dues received by the Promoter from the allotment within 60 days from that date of registration of the cancellation of this Agreement. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and on receiving all the amounts in terms of the Payment Plan as set out in Annexure-I to this Agreement, shall offer in writing the possession of the

Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottee/s, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the Copy of the Occupancy Certificate of the Apartment to the allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of Apartment - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2 and any other charges or cost incurred by the Promoter.

7.4 Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws. Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of Allottee/s or the competent authority, as the case may be, within thirty days after obtaining the occupancy certificate.

7.5 Cancellation by Allottee - The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act, Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled and the Allottee shall forfeit in favour of the Promoter the Booking Amount and the Promoter shall not be liable to refund any statutory payment received from the Allottee and / or any liquidated damages agreed to between the parties contractually. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 60 days of such cancellation; subject to the allottee having executed such documents as may be necessary.

7.6 Compensation –

a) The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation

under this provision shall not be barred by Limitation provided under any law for the time being in force.

- b) Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a PROMOTER on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee/s, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 60 days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the promoter to the allottee within 60 days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said land and apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or

omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the Occupancy Certificate has been issued
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.
- (xiii) The Allottee/s shall get the Khata transferred in respect of Schedule C Property at their cost and responsibility.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority and for which Occupancy Certificate has not been issued by the competent authority.
- (ii) Discontinuance of the Promoter's business as a PROMOTER on account of suspension or revocation of his registration under the provisions of the Act or the

rules or regulations made thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within 60 days of receiving the termination notice:

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

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

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

9.4 LOAN

- a) Notwithstanding whether the Loan is obtained or not, the Allottee shall still be primarily liable to pay to the Promoter on the due dates the relevant installments and all other sums due to the Promoter and in the event if there is any delay and/or default is made in payment of such amount/s, the Allottee shall be liable to the consequences including

payment of interest on the outstanding payments as provided in this Agreement.

- b) If the Allottee fails to obtain the Loan for any reasons whatsoever, the Promoter shall not in any way be liable to the Allottee for any loss damage, cost or expense howsoever arising or incurred and such failure to obtain the loan shall not be a ground for any delay in the payment or for any non-payment on due dates of any amounts set out in this agreement.
- c) In the event of the Allottee sanctioned with Loan from any financial company, bank and or institution, it is the sole responsibility of the Allottee to pay regularly the EMIs / Pre EMIs and on any default by the Allottee in repayment of loan installments during the subsistence of this Agreement and consequence thereof, such Banks, Financial Institutions, Companies recalls the loan, then the Allottee authorised and empowers the Promoter to directly repay the amount disbursed by the such Banks, Financial Institutions, Companies by deducting the amounts specified in Clause 7.1 above. The Allottee further agrees and confirms that, on such repayment of the amount to the said Banks, Financial Institutions or Companies as the case may be, this Agreement / Booking shall stand terminated / cancelled automatically without further notice to the Allottee and the Promoter shall be entitled to deal with the Apartment with third party Allottee/s without further reference to the Allottee.

10. CONVEYANCE OF THE SAID APARTMENT:

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

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottees upon the issuance of the occupancy certificate of the project. Cost of such maintenance has been included in the total price of the Apartment.

12. DEFECT LIABILITY:

- (I) It is agreed that in case any structural deface or any other defeat in workmanship, quality of provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of FIVE (5) years by the Allottee from the date of handing over of possession. It should be the duty of the Promoter to rectify such defects without further charges, with 30 (Thirty) days, and in the event of promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.
- (II) Notwithstanding anything contained in the above clause the following exclusions are made:
 - a. Equipment's (lifts, generators, motors, Transformers etc.,) which carry manufacturers' guarantees for a limited period. Thereafter the Welfare Association / Society shall take annual maintenance contract with the suppliers. The promoter shall transfer manufacturers guarantees / warranties to the Allottee or association of the Allottees as the case may be.
 - b. Fittings related to plumbing, sanitary, electrical, hardware, etc., having natural wear and tear.
 - c. Allowable structural and other deformations including expansions quotient.
 - d. The terms of work like painting etc., which are subject to wear and tear.
- (III) The Allottee/s shall maintain the apartments in good and tenable conditions and carry out the internal repairs for the upkeep of the apartments. The Association of the allottees or its assigns shall maintain the services and amenities in good condition and cover with proper AMC and insurance. The obligation of the promoter/owner shall be subject to proper maintenance and upkeep of the apartments / services and amenities by the allottee or the Association as the case may be.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14. USAGE:

Use of Basement and Service Areas: The basements and service areas, if any, as located within the project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

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

15.5. The parking space earmarked to Allottee/s is for exclusive use and enjoyment by the Allottee/s and the Allottee/s shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space.

15.6. The Allottee/s agree/s that he/she/they shall park their cars/vehicles only at the specific Car Park space specifically allocated to them and not at any other place, around the building.

15.7. The Allottee/s on allotment of the car parking area, other than use of the same, shall not have any power or authority to transfer the same other than with the apartment. In addition, thereto the Allottee/s shall not allow the use of the car parking/s allotted for use and enjoyment of the same by any person who does not own or occupy an apartment in the development in Schedule 'A' Property

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

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

17. ADDITIONAL CONSTRUCTIONS:

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

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

The Promoter has assured the Allottee/s that the project in its entirety is in accordance with the provisions of the Karnataka Apartment Ownership Act-1972 and Rules-1974. The Promoter showing compliance of various laws/regulations as may be applicable.

20. BINDING EFFECT:

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

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEE/S:

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan as per Annexure-I including waiving the payment of interest

for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee/s.

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

25. SEVERABILITY:

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

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

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

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

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

29. **NOTICES:**

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

ADDRESS OF THE ALLOTTEE:

.....,
.....

ADDRESS OF THE VENDORS/PROMOTER:

M/s. JAYAN HOMES,
No.127/11,
Navarathna Agrahara,
Bangalore – 562157

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

30. **JOINT ALLOTTEE/S:**

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

31. **SAVINGS:**

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

32. **GOVERNING LAW:**

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

33. DISPUTE RESOLUTION:

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

IN WITNESS WHEREOF THE PARTIES ABOVENAMED HAVE SIGNED AND EXECUTED THIS AGREEMENT TO SELL ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN AT BANGALORE:

WITNESSES:

1)

VENDOR
Represented by GPA Holder

Affix
photograph and
sign across

2)

PROMOTER

Affix
photograph and
sign across

ALLOTTEE

Affix
photograph and
sign across

SCHEDULE "A"

(Description of entire Property)

All the piece and parcel of Residential converted Property bearing 1) Sy No.13 (Old), New Survey No. 127, Now Survey No. 127/1, thereafter Survey no. 127/1 Presently after resurvey bearing Survey no. 12/11, measuring an extent of 0-22 Guntas, and Old Sy No.17, New Survey No. 17/2, measuring an extent of 1-0 Acres, totally 1 Acre 22 Guntas, converted from Agricultural to Non- Agricultural Residential Purpose, vide Official memorandum Order No. ALN (NA)JALA:SR:94-2007-08, Dated : 20-10-2008, issued by the Special Deputy Commissioner, Bangalore District, Bangalore. Property No. 150200200900420061, Doddajala Village Panchayath Khatha No. 1209/17/2/1210/127, formed out of New Converted Survey Nos. 17/2 and 127/1, Presently after podhi/resurveyed bearing survey no. 127/11, Situated at Navarathna Agrahara Village, Jala Hobli, Yelahanka Taluk, Bangalore Urban District., measuring 6272.54 Square Meters and entire property bounded on :-

East by	:	Road,
West by	:	Survey No. 16,
North by	:	Private Property,
South by	:	Private Property.

“SCHEDULE B”

(Undivided share of land out of the Schedule A Property
Agreed to be sold to the ALLOTTEE/S)

XXX Sq. feet (XX.XX sq mtr) undivided right, title, interest and ownership in the immovable Property mentioned in Schedule A above.

SCHEDULE C”

(Flat agreed to be sold to the ALLOTTEE/S)

Flat bearing No. in Floor, admeasuring **XXXX sq. feet (XX.XX sq mtr) super built up area, (i.e., XXXX Square feet (XX.XX sq mtr) of Carpet area, XX.XX Square feet (XX.XX sq mtr) of exclusive Balcony area, XX.XX sq ft (X.00 sq mtr) of wall area and XX.XX Square feet (XX.XX sq mtr) of common area)** containing Two Bed Rooms, together with One Covered Car Parking including proportionate share in common areas such as Passages, Lobbies, Staircase and lift, to be constructed on Schedule “A” Property known as “JAYAN HOMES”.

SCHEDULE “D”

UNIT PLAN

CARPET AREA : XXXX SQ FT

SCHEDULE “E”

PAYMENT SCHEDULE

The total Sale Price of the Apartment mentioned in the Schedule “C” hereunder is Rs./- (Rupees only) which is inclusive of flat cost and GST and the same shall be payable by the Allottee is as per the table below. The Payment is essence of this Agreement. Any delay in payment of Sale Price as per the table below will attract penal charges as per the Rules.

Particulars	%	Flat Cost
Booking Amount	30,000	
On Agreement	10%	
On completion of stilt floor slab	15%	
On completion of first floor roof slab	15%	
On completion of third floor roof slab	10%	
On completion of fifth floor roof slab	10%	
On completion of seventh floor roof slab	10%	
On completion of ninth floor roof slab	10%	
On completion of block work	10%	
On completion of tiling work	5%	
On possession/handover intimation	5%	
Total Flat Cost (Excluding Registration Expenses)	100%	

SCHEDULE “F”

PROJECT SPECIFICATIONS

SPECIFICATIONS

- **FOUNDATION AND STRUCTURE:** RCC Framed Structure, 6”/4” Cellular Concrete blocks for all internal masonry and Solid/Cellular blocks for external walls or wherever required. Plastering – Internal plastering shall be with lime rendering and external plastering to sponge finish. External or internal staircase, M.S. Railing with Sadarhalli/Marble/Granite flooring shall be provided.
- **PAINTING:** Internal walls shall be painted with Asian Brand Internal. The ceilings shall be painted with oil-based distemper of Asian Brand with necessary putty work using Asian Brand putty. External wall shall be painted with Asian Brand External. All wooden and steel structures shall be painted with Asian Brand.
- **FLOORING:** 2’ X 2’ Fully Vitrified tiles flooring in all Bedrooms, Living, Dining, Kitchen and other areas with 3” skirting all around. Antiskid ceramic tiles for all bathrooms and toilets. Tiles for the balcony. Granite Flooring for the lift lobby and other common area.
- **Toilets/Bathroom:** Wall cladding with glazed tiles up to 7’ height. Light Colored Cera / Hindware / Parryware/ Jaquar/ Kohler/ American Standard/ Grohe/ Geberit sanitary fittings shall be provided. Hot and cold water taps in bathroom shall be provided. All bathroom fixtures in bathroom shall be of Cera / Hindware / Parryware/ Jaquar/ Kohler/ American Standard/ Grohe. All water lines shall be of CPVC pipes of Astral / Supreme or Ashirvad Brand, PVC pipes of Astral Brand for Sanitary works and fittings of Supreme or Ashirvad Brand.
- **DOORS & WINDOWS:** Main doors shall be of 3’6” X 7’ size in teak wood frame and designer veneer door shutters, melamine polish on both sides with necessary fittings. Internal doors shall be of Sal/Honne frame with commercial flush doors. Toilet doors shall

be of Sal wood frame with wooden flush doors. French door in balcony with Powder coated/Anodized Aluminum/UPVC. Powder coated hardware fittings to other doors. Windows – UPVC sliding windows.

- **KITCHEN:** Granite platform with Stainless Steel Sink with drain board. Wall cladding / Glazed tiles dado up to 2' above the kitchen platform.
- **WATER SUPPLY:** 2 Borewell with appropriate ground water re-charge arrangements. Overhead and underground water tanks with electric pump fed by bore well/corporation water.
- **SEWAGE AND WASTE MANAGEMENT:** Sewage Treatment Plant to be set up. Appropriate waste collection/management/trash segregation area to be set up.
- **ELECTRICAL:** Modular switches of Anchor Roma/ Havells/ Crompton/ Northwest/ GM/ Panasonic/ Legrand shall be provided. Finolex - concealed copper wiring that is flame retardant.
- **General** – 1 No. light point and Calling bell at the main entrance, 1 No. light point at passage. TV point in Living Room and Master Bedroom. Telephone and internet layout in Master Bedroom and Living Room. Provision for split AC units in Living and all Bedrooms.
- **Kitchen** – 2 No. light points, Provision for Electric Chimney, Microwave, Electric Water Purifier, Fridge and Washing Machine in utility area with appropriate amps sockets.
- **Living Room** – 3 Nos. Wall light points, 2 Nos. 5 amp socket, 1 No. Fan point.
- **Dining** – 1 No. Wall light point, 1 No. Fan point.
- **Bathroom** – 1 No. Light point, 1 No. 15 amps socket controlled with 15 amps switch. Provision for geyser point.
- **Bedroom** – Two-way switches for fan and light. 1 No. 5 amp socket. 2 Nos. Light points and 1 No. Fan point.
- **Lifts** – 3 Automated passenger lifts of Johnson/Kone/Schindler/Otis/Mitsubishi.

AMENITIES

- Grand Entry/Arrival plaza having entry Arch with apartment project name.

- Security Kiosk
- CCTV – Surveillance Cameras at all entrance and exit points of the project.
- Earthquake resistant design.
- Elegant lobby/reception area.
- Lift cladding in granite.
- Ceiling with decorative lights in main entrance lobby and entrance of each floor.
- Children’s play area with sand pit.
- 100% power back up for all flats and the common areas with necessary load generator.
- Landscaped open areas.
- Jogging Track.
- Swimming pool.
- Well Equipped Gym in the Club house.
- Modern Club house with multipurpose hall etc.