

**AGREEMENT FOR SALE**

This Sale cum Construction Agreement is made and executed on this \_\_\_\_ day of \_\_\_\_\_ **2025** at Mangalore, between:

1. **MR. K. SHRINATH HEBBAR**, (Aadhar No. 6793 2199 3737) son of Late K. Shrinivas Hebbar, aged about 61 years, residing at 'Sunanda', Mercara Hill Road, Bendoor, Mangalore - 575002 (PAN No.AAJPH6778H), Proprietor of M/S LAND TRADES BUILDERS AND DEVELOPERS, having its office at 'Milestone25', 5<sup>th</sup> Floor, Shop No.514, Door.No.15-5-223/140, Collectors Gate Junction, Balmatta, Mangaluru - 575001,
2. **MRS. MANJUSHA SHRINATH HEBBAR**, (Aadhar No. 2769 0493 8834, wife of K. Shrinath Hebbar, aged about 46 years, residing at 'Sunanda', Mercara Hill Road, Bendoor, Mangalore - 575002, (PAN No.AAJPH6778H]

**both hereinafter called the LAND OWNERS/DEVELOPERS/PROMOTERS/VENDORS** (Which expressions 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)

**AND**

**MR. / Mrs.** \_\_\_\_\_ (Aadhar No. \_\_\_\_\_)  
\_\_\_\_\_  
\_\_\_\_\_. (PAN: \_\_\_\_\_).

**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 **Land Owners/Developers/Promoters/Vendors** and **Allottee** shall hereinafter collectively be referred to as the **"Parties"** and individually as a **"Party"**.

**DEFINITIONS:**

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 made 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 Land Owners/Developers/Promoters/Vendors** named above are the absolute owners of the non-agricultural immovable property morefully described in the schedule-A herebelow and hereinafter referred as Schedule ‘A’ property or “said land”,

**AND WHEREAS**, the non-agricultural converted immovable property described in the Schedule-A here above, belongs to the Land Owners named above, and said Land Owners have been in possession and enjoyment of the Schedule-A property as absolute owners they having acquired the same as follows:

1) The item No. 1 of Schedule A Property was purchased by Land Owner No.1 named above as per the Sale Deed dated 17.01.2025 registered as Doc.No.MGC-1-08223-2024-25 entered in Book-I, in the office of the Sub-Registrar of Mangalore City and he became the absolute owner thereof..

2) The item No. 2 to 4 of Schedule A property was originally purchased by the Land Owner No.1 as per the Sale Deed dated 17.01.2011 registered as Document No.MGC-1-05222-2010-11 entered in C.D.No.MGCD 172 in Book-I, in the Office of the Sub –Registrar of Mangalore City and subsequently by a registered Gift Deed dated 24-05-2025 registered as Doc.No.MGC-1-01676-2025-26 entered in Book-I, in the office of the Sub-Registrar of Mangalore City the Land Owner No.1 has gifted the same property to Land Owner No.2 above and she has become the absolute owner thereof.

**AND WHEREAS** the Land Owners/Developers/Promoters/Vendors are in peaceful possession and enjoyment of Schedule ‘A’ property jointly and getting their name duly entered in the records and registers maintained by the revenue and local authorities as absolute owners, and

**WHEREAS** the item Schedule ‘A’ property has been converted for non-agricultural purpose as per the conversion endorsements Ref No. ADS/LNA/CR/74/2010-11 dated: 07-05-2010 and Ref no: ADS/LNA/CR/137/2011-12 dated: 18-06-2011 issued by Tahasildar, Mangaluru Taluk.

**WHEREAS** the Land Owners/Developers/Promoters/Vendors have earmarked the A-Schedule property for the purpose of constructing a multi-storeyed building consisting of residential apartments comprising of Basement, Lower Ground Level, Upper Ground Level, First to 29 Floors and a Terrace Floor by obtaining required statutory permissions and licenses as set out hereinafter, and the said project shall be known as **‘LAND TRADES ALTITUDE’** and

**WHEREAS** all required statutory permissions and licences as per law, for the said project have been obtained as follows:

- A. The Mangalore Urban Development Authority (MUDA) has issued Single Site approvals dated 27.3.2025 & 24.04.2025 and also Order for Amalgamation in respect of Schedule A Property vide Kadata No.MUDAMG-TPOSSLA/1492/2025-TPS dated 15-05-2025 permitting utilization of the schedule property for construction of multi storied residential apartment building. In pursuance of the aforesaid Order, portion of lands have been surrendered to Mangaluru City Corporation for road widening, as per Deed of Relinquishment dated 16-07-2025 registered as Document No. MGT-1-03943-2025-26 in the office of Sub Registrar of Mangaluru City. The remaining extent of land available for the project is described in the Schedule ‘A’ here below.
- B. The Karnataka State Fire and Emergency Services, Bangalore has issued No Objection Certificate vide ref.No.KSFES/GBC(1)/278, Docket No. KSFES/NOC/278/2025 dated 22.07.2025.
- C. The Airports Authority of India has issued No Objection Certificate for Height Clearance vide NOC ID: MANG/SOUTH/B/072825/1883683 dated 18.09.2025.
- D. The Mangalore City Corporation has issued Building licence dated 18-09-2025 in ref no: E4/BA08/2025-26 (207996) Ka.Ni.Pa.a. 33/2025-26.
- E. Karnataka State Pollution Control Board, Bangalore has issued Consent for Establishment vide No.\_\_\_\_\_ dated:\_\_\_\_\_
- F. The State Level Environment Impact Assessment Authority, Karnataka has issued its clearance/approval dated : \_\_\_\_\_ in ref no: SEIAA \_\_\_\_\_CON \_\_\_\_\_
- G. The Ministry of Environment, Forest and Climate Change, Government of India have issued Environment Clearance dated:\_\_\_\_\_, in ref no: \_\_\_\_\_
- H. The Land Owners/Developers/Promoters/Vendors are going to submit the property and the apartment building to the provisions of Karnataka

Apartment Ownership Act, 1972 by executing and registering the Deed of Declaration in the Office of the Sub Registrar of Mangalore City. The deed of declaration shall contain all particulars of the residential apartment building, the method and manner of management of the common areas, facilities, etc, and the same shall be fully binding on all the owners of residential apartment, including the ALLOTTEE/purchaser.

- I. The Vendors/Developers/Promoters agree and undertake that they shall not make any changes to the approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- J. The said Land is earmarked for the purpose of constructing/building consisting of residential apartments and the project shall be known as **‘LAND TRADES ALTITUDE,.’**
- K. The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act 2016 with Karnataka Real Estate Regulatory Authority, at Bangalore, under certificate of registration dated: \_\_\_\_\_ issued in ref no. \_\_\_\_\_.
- L. The Land Owners/Developers/Promoters/Vendors are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Land Owners/Developers/Promoters/Vendors regarding the Said Land on which Project is under construction have been completed.
- M. The Allottee had applied for an apartment in the Project and vide allotment dated \_\_\_\_\_ has been allotted with apartment no. \_\_\_\_\_ having carpet area including balcony \_\_\_\_\_ square feet, type \_\_\_\_\_ on \_\_\_\_\_ Floor, in the aforesaid ‘\_\_\_\_\_ Apartment’, along with \_\_\_\_\_ car parking as permissible under the applicable law and entitlement of corresponding proportionate share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “*apartment*” more particularly described in Schedule-B and the floor plan of the apartment is annexed hereto and marked as Schedule C).
- N. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- O. 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;
- P. 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;

Q. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters/vendors hereby agrees to sell and the Allottee hereby agrees to purchase the “*apartment*” and the car parkings as specified in para M.

**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 specified in para N.

1.2 The Total Price for the “*apartment*” based on the carpet area is  
**Rs..\_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) ("Total Price")**

Apartment No. \_\_\_\_\_

Type: \_\_\_\_\_

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

Rate of the Apartment: Rs.\_\_\_\_\_/-

Miscellaneous : Rs.\_\_\_\_\_/-

Club House Development Charges: Rs.\_\_\_\_\_/-

G. S.T. : Rs. \_\_\_\_\_/-

**Explanation:**

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the “*apartment*”.
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax (GST), or any other similar taxes which may be levied in connection with the construction of the Project payable by the Promoter, by whatever name called) and the same shall be payable by the Allottee on or before handing over the possession of the apartment/plot to the allottee and the project to the association of the Allottees or the competent authority, as the case may be, after obtaining the completion certificate/occupancy certificate or in the manner as may be specified by the Promoter and within the ambit of tax laws: 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;

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

(iv) The Total Price of “*apartment*” payable includes sale consideration of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the “*apartment*”, lift, water line and plumbing, finishing with paint, flooring, doors, windows, fire detection and firefighting equipment in the common areas, in terms of the specifications set out in Schedule ‘E’ etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the project.

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

1.4 The Allottee shall make the payment as per the payment plan set out in Schedule ‘D’ “Payment Plan” 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 reasonable discount for such early payments. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottee by the 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 Schedule 'C' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the 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 that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate/partial 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 reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within Sixty (60) 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 Schedule D. All these monetary adjustments shall be made at the same rate per square metre as agreed in para 1.2 of this Agreement.
- 1.8 Subject to para 9.3 the Promoter agrees and acknowledges, 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 be entitled to 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 and apportioned to Apartment, the Allottee shall use the Common Areas along with other occupants/owners, maintenance staff, etc. without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the Association of

Allottee after duly obtaining the completion/occupancy certificate from the competent authority in terms of the existing laws;

- (iii) That the consideration for sale of the apartment includes cost of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes and includes cost for providing all other facilities, amenities and specifications to be provided within the apartment and the Project;
- (iv) The Allottee has the right to visit the project site with prior notice to the Promoter to assess the extent of development of the project and his/her apartment/plot, as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with \_\_\_\_ car parking shall be treated as a single undivided 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 and certain amenities/facilities for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee of the Project.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges as collected for water or electricity, maintenance charges or other encumbrances and such other liabilities payable to competent authorities, which are related to the project).

1.11 The Promoter agrees to clear the charge if any created over the Apartment with banks and financial institutions before conveying or transferring the physical possession of the Apartment and after producing proof thereof (in the form of a discharge letter or no objection letter from the creditor/ credit agency).

1.12 If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee, 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.



1.13 The Allottee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) in the following manner :

Sl. No.	Details	Amount
a.		
b.		
c.		
Total :		

as part payment towards the total Price of the Apartment till date of this agreement 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 [Schedule D] 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/she shall be liable to pay interest at the rate prescribed in the Rules.

**2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule D] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of **'LAND TRADES BUILDERS AND DEVELOPERS'** payable at Mangalore.

**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/her 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 or the competent authority, after receiving the completion certificate/occupancy certificate as the case may be. The buyer on his/her part shall also adhere to the schedule of payment and such other conditions as laid down in this Agreement of Sale.

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

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

#### **7. POSSESSION OF THE APARTMENT/COMMERCIAL UNIT**

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 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 31.12.2029, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount save and except the taxes and other Government dues received by the Promoter from the allotment within 60 days from that date. The promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/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 completion certificate/occupancy certificate/partial occupancy Certificate/final approval letter for layout from the competent authority 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 completion certificate/occupancy certificate/partial occupancy certificate/final approval letter for layout. 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, as the case may be after the issuance of the completion certificate/occupancy certificate/partial occupancy certificate/final approval letter for layout for the project. The promoter shall hand over the copy of completion certificate/occupancy certificate/partial occupancy certificate/final approval letter for layout of the apartment/plot, as the case may be, 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 interest on outstanding payment.

7.4 Possession by the Allottee - After obtaining the completion certificate/occupancy certificate/partial occupancy certificate/final approval letter for layout and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee or the competent authority, as the case may be, as per the local laws, with respect to the Project or the specific Phase registered as Project.

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 to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the promoter to the Allottee within 60 days of such cancellation.

7.6 Compensation - The Promoter shall compensate the Allottee in case of any loss caused to him/her due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within Sixty 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 Sixty (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 Vendors have 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. There are no encumbrances upon the said Land or the Project;
- iv. There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the apartment except those disclosed in the schedule to the Agreement of Sale;
- 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 or the Phase of 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 Allottee or the competent authority, as the case may be;
- x. In the event the Land is not connected to HUF and minor rights:- 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 in good faith 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 or respective phase of the Project to the competent Authorities till the date of obtaining completion certificate/occupancy certificate/partial occupancy certificate/final approval letter for layout has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottee or the competent authority, as the case may be;

- xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project except those disclosed in this Agreement of Sale.

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

9.1 (i) Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events: Promoter fails to provide completed possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which completion certificate/occupancy certificate/partial occupancy certificate/final approval letter for layout , as the case may be, has been issued by the competent authority;

- ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made 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 forty-five days of receiving the termination notice: Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he/she shall be paid, by the promoter, interest at the rate 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 sixty (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 months 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.

## **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 / partial occupancy certificate and the completion certificate, as the case may be, 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 any increase in the guidance value of the apartment / plot 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:**

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 Allottee upon the issuance of the completion certificate of the project. On completion of the building and on obtaining completion Certificate/Occupancy certificate by the promoter, the Allottee shall pay the maintenance charges as determined by the Promoter/Association of Allottee, as the case may be, even if the actual possession is not taken by the Allottee as explained in Point No. 7.2 & 7.3 above.

#### **12. DEFECT LIABILITY:**

The Promoter shall rectify any structural defects or defect in workmanship, quality or provision of services with respect to the Apartment (normal wear and tear is exempted), which shall not be as the result of any commission or omission of the Allottee, any damages caused due to the acts of god or natural calamities or fire accidents, any wilful or accidental damages caused, any damages caused due to tampering by the Allottee, any product that has been installed by the Promoter and brought to the notice of the Promoter within 5 years from the date scheduled for delivery or possession through an intimation/notice by the Promoter, or intimating the readiness to handover the Apartment, subject to Promoter having obtained completion certificate /occupancy certificate /partial occupancy certificate / final approval letter for layout, and thereafter no claim shall be entertained against the Promoter in respect of any alleged defective work in the Agreement and / or Project under any circumstances. Structural defects shall not include plastering hairline crack. The above liability of the Promoter shall be restricted only to rectify/ repair the above defects without charge within 90 days and any consequential damages will not be covered under this Agreement. In the event or Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive / recover appropriate compensation in the manner as provided under the Act.

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

The Promoter / maintenance agency /Association of Allottee 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 Allottee 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 basement(s) and service areas, if any, as located within the Apartment building shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottee formed by the Allottee for rendering maintenance services.

#### **15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT**

15.1 Subject to para 11 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 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, columns, beams 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 Allottee and/or maintenance agency appointed by association of Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

15.4 In case of phased developments, the clauses which require to reflect the aspect of phased development to be suitably modified to ensure the inclusion and disclosure of the phased developments and consequential changes that may be required in such clauses. Such changes which reflect the aspect of phased developments, are not in derogation of or inconsistent with any aspect of the Project, or the Act and the Rules and Regulations made there under.

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

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

**17. ADDITIONAL CONSTRUCTIONS:**

The 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., The Promoter has disclosed the FAR as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed constructions and sale of apartments to be carried out by the Promoter by utilizing the proposed FAR and on the understanding that the declared proposed FAR shall belong to Promoter only.

**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 (OF THE RELEVANT STATE):**

The Promoter has assured the Allottee that the project in its entirety is in accordance with the provisions of the Karnataka Apartment ownership Act, 1972 (Karnataka Act 17 of 1973) and the Karnataka Ownership Flats (Regulation of the Promotion of the Construction, Sale, Management and Transfer) Act, 1971.

## **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, Mangalore City as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub- Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as canceled 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.

## **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/plot/building, as the case may be.

## **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:**

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 of the Apartment, in case of a transfer, as the said obligations go along with the for all intents and purposes.

## **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 [Annexure D] 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.

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 Apartment 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 at Mangalore.

#### **29. NOTICES:**

That all notices to be served to 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:

**ALLOTTEE:**

\_\_\_\_\_ (Name of Allottee)

\_\_\_\_\_ (Allottee address)

**PROMOTER:**

\_\_\_\_\_ (Nam of Promotoer)

\_\_\_\_\_ (Promoter Address)

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 ALLOTTEES:**

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

**31. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, 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.

**Schedule-A**

**Description of the property**

Non-agricultural converted immovable properties situated at Kadri ‘A’ village (15 Bendore Ward) of Mangaluru Taluk, within Mangalore City Corporation Limits, and within Mangaluru City Registration Sub District of D.K. District and comprised in:

<b>Item No.</b>	<b>R.S. No.</b>	<b>T.S. No.</b>	<b>Kissam</b>	<b>Extent in A-C</b>
1	128/5	739/6	Converted	0-30.02 (out of 34 cents)
2	128/4	739/4BP1	Converted	0-07.43 (out of 8 cents)
3	128/4	739/4BP2	Converted	0-08.27 (out of 11 cents)
4	128/5	739/5C	Converted	0-09.42 (out of 11 cents)
Total				<b>0-55.14</b>

The aforesaid properties are situated as one compact block totally measuring 64 cents, together with all easements and improvements appurtenant thereto.

Undivided \_\_\_\_\_% right, title and interest in the aforesaid property is agreed to be conveyed by the Vendor to the Allottee/s.

**SCHEDULE ‘B’**

**DESCRIPTION OF THE APARTMENT**

Residential Apartment No. \_\_\_\_\_ on the \_\_\_\_\_ Floor of the Apartment Building known as “\_\_\_\_\_” having Carpet area including balcony of \_\_\_\_\_ Sq. ft. and saleable area of \_\_\_\_\_ Sq. ft., along with \_\_\_\_\_ car parking no. \_\_\_\_\_ on the \_\_\_\_\_ floor in the Apartment building named **LAND**

**TRADES ALTITUDE**, along with proportionate undivided rights in the common areas and facilities, together with \_\_\_\_\_% undivided right in the Schedule 'A' Property over which the said '\_\_\_\_\_' is under construction.

**SCHEDULE 'C' - FLOOR PLAN OF THE APARTMENT**

**SCHEDULE 'D' - PAYMENT PLAN**

	Base Cost		
	Miscellaneous		
	Club House Development		
	Total Agreement Value		
	GST		
	<b>Total Consideration with GST</b>		
<b>PAYMENT SCHEDULE</b>			
<b>Sl No</b>	<b>Stage of Construction</b>	<b>%</b>	<b>Amount</b>
<b>1</b>	<b>At the time of agreement</b>	10.00	0
<b>2</b>	<b>Foundation complete</b>	10.00	0
<b>3</b>	<b>R.C.C. columns, slabs &amp; beams, electrical conduiting, metal box fixing etc</b>		
	Basement slab complete	1.00	0
	Lower Ground slab complete	1.00	0
	Upper Ground slab complete	1.00	0
	First Floor slab complete	1.00	0
	Second floor slab complete	1.00	0
	Third slab complete	1.00	0
	Fourth slab complete	1.00	0
	Fifth slab complete	1.00	0
	Sixth slab Complete	1.00	0
	Seventh slab complete	1.00	0
	Eighth slab complete	1.00	0
	Ninth slab complete	1.00	0
	Tenth slab complete	1.00	0
	Eleventh slab complete	1.00	0
	Twelfth slab complete	1.00	0
	Thirteenth slab complete	1.00	0
	Fourteenth slab complete	1.00	0
	Fifteenth slab complete	1.00	0
	Sixteenth slab complete	1.00	0
	Seventeenth slab complete	1.00	0
	Eighteenth slab complete	1.00	0
	Nineteenth slab complete	1.00	0
	Twentieth slab complete	1.00	0
	Twenty first slab complete	1.00	0
	Twenty second slab complete	1.00	0

	Twenty third slab complete	1.00	0
	Twenty fourth slab complete	1.00	0
	Twenty Fifth slab complete	1.00	0
	Twenty Sixth slab complete	1.20	0
	Twenty Seventh slab complete	1.20	0
	Twenty Eighth slab complete	1.20	0
	Twenty Ninth slab complete	1.20	0
<b>4</b>	<b>Ceiling plastering, Masonry, Lintels and shades</b>		
	Basement slab complete	0.30	0
	Lower Ground slab complete	0.30	0
	Upper Ground slab complete	0.30	0
	First Floor slab complete	0.30	0
<b>5</b>	<b>Internal Plastering , Door frames &amp; Electrical Conduits work</b>		
	Basement slab complete	0.30	0
	Lower Ground slab complete	0.30	0
	Upper Ground slab complete	0.30	0
	First Floor slab complete	0.30	0
<b>6</b>	<b>Plumbing &amp; sanitary pipelines and Tiles in toilets.</b>		
	Basement slab complete	0.30	0
	Lower Ground slab complete	0.30	0
	Upper Ground slab complete	0.30	0
	First Floor slab complete	0.30	0
	Second floor slab complete	0.30	0
	Third slab complete	0.30	0
	Fourth slab complete	0.30	0
	Fifth slab complete	0.30	0
	Sixth slab Complete	0.30	0
	Seventh slab complete	0.30	0
	Eighth slab complete	0.30	0
	Ninth slab complete	0.30	0
	Tenth slab complete	0.30	0
	Eleventh slab complete	0.30	0
	Twelfth slab complete	0.30	0
	Thirteenth slab complete	0.30	0
	Fourteenth slab complete	0.30	0
	Fifteenth slab complete	0.30	0
	Sixteenth slab complete	0.30	0
	Seventeenth slab complete	0.30	0
	Eighteenth slab complete	0.30	0
	Nineteenth slab complete	0.30	0
	Twentieth slab complete	0.30	0
	Twenty first slab complete	0.30	0
	Twenty second slab complete	0.30	0
	Twenty third slab complete	0.30	0
	Twenty fourth slab complete	0.30	0
	Twenty Fifth slab complete	0.30	0
	Twenty Sixth slab complete	0.30	0
	Twenty Seventh slab complete	0.30	0



	Twenty Eighth slab complete	0.30	0
	Twenty Ninth slab complete	0.30	0
<b>7</b>	<b>Exterior plastering completed</b>		
	Front side	0.40	0
	Back side	0.40	0
	Right side	0.30	0
	Left side	0.30	0
<b>8</b>	<b>Flooring works inside flats and passage</b>		
	Basement slab complete	0.40	0
	Lower Ground slab complete	0.40	0
	Upper Ground slab complete	0.40	0
	First Floor slab complete	0.40	0
	Second floor slab complete	0.40	0
	Third slab complete	0.40	0
	Fourth slab complete	0.40	0
	Fifth slab complete	0.40	0
	Sixth slab Complete	0.40	0
	Seventh slab complete	0.40	0
	Eighth slab complete	0.40	0
	Ninth slab complete	0.40	0
	Tenth slab complete	0.40	0
	Eleventh slab complete	0.40	0
	Twelfth slab complete	0.40	0
	Thirteenth slab complete	0.40	0
	Fourteenth slab complete	0.40	0
	Fifteenth slab complete	0.40	0
	Sixteenth slab complete	0.40	0
	Seventeenth slab complete	0.40	0
	Eighteenth slab complete	0.40	0
	Nineteenth slab complete	0.40	0
	Twentieth slab complete	0.40	0
	Twenty first slab complete	0.40	0
	Twenty second slab complete	0.40	0
	Twenty third slab complete	0.40	0
	Twenty fourth slab complete	0.40	0
	Twenty Fifth slab complete	0.40	0
	Twenty Sixth slab complete	0.40	0
	Twenty Seventh slab complete	0.40	0
	Twenty Eighth slab complete	0.40	0
	Twenty Ninth slab complete	0.40	0
<b>9</b>	<b>Internal Ceiling and Wall painting (final coat to be kept pending)</b>		
	Basement slab complete	0.25	0
	Lower Ground slab complete	0.25	0
	Upper Ground slab complete	0.25	0
	First Floor slab complete	0.25	0
	Second floor slab complete	0.25	0
	Third slab complete	0.25	0
	Fourth slab complete	0.25	0
	Fifth slab complete	0.25	0

	Sixth slab Complete	0.25	0
	Seventh slab complete	0.25	0
	Eighth slab complete	0.25	0
	Ninth slab complete	0.25	0
	Tenth slab complete	0.25	0
	Eleventh slab complete	0.25	0
	Twelfth slab complete	0.25	0
	Thirteenth slab complete	0.25	0
	Fourteenth slab complete	0.25	0
	Fifteenth slab complete	0.25	0
	Sixteenth slab complete	0.25	0
	Seventeenth slab complete	0.25	0
	Eighteenth slab complete	0.25	0
	Nineteenth slab complete	0.25	0
	Twentieth slab complete	0.25	0
	Twenty first slab complete	0.25	0
	Twenty second slab complete	0.25	0
	Twenty third slab complete	0.25	0
	Twenty fourth slab complete	0.25	0
	Twenty Fifth slab complete	0.25	0
	Twenty Sixth slab complete	0.25	0
	Twenty Seventh slab complete	0.25	0
	Twenty Eighth slab complete	0.25	0
	Twenty Ninth slab complete	0.25	0
<b>10</b>	<b>Electrical wiring, switches and Door shutter &amp; windows</b>		
	Basement slab complete	0.25	0
	Lower Ground slab complete	0.25	0
	Upper Ground slab complete	0.25	0
	First Floor slab complete	0.25	0
	Second floor slab complete	0.25	0
	Third slab complete	0.25	0
	Fourth slab complete	0.25	0
	Fifth slab complete	0.25	0
	Sixth slab Complete	0.25	0
	Seventh slab complete	0.25	0
	Eighth slab complete	0.25	0
	Ninth slab complete	0.25	0
	Tenth slab complete	0.25	0
	Eleventh slab complete	0.25	0
	Twelfth slab complete	0.25	0
	Thirteenth slab complete	0.25	0
	Fourteenth slab complete	0.25	0
	Fifteenth slab complete	0.25	0
	Sixteenth slab complete	0.25	0
	Seventeenth slab complete	0.25	0
	Eighteenth slab complete	0.25	0
	Nineteenth slab complete	0.25	0
	Twentieth slab complete	0.25	0
	Twenty first slab complete	0.25	0
	Twenty second slab complete	0.25	0
	Twenty third slab complete	0.25	0

	Twenty fourth slab complete	0.25	0
	Twenty Fifth slab complete	0.25	0
	Twenty Sixth slab complete	0.25	0
	Twenty Seventh slab complete	0.25	0
	Twenty Eighth slab complete	0.25	0
	Twenty Ninth slab complete	0.25	0
<b>11</b>	<b>Exterior painting</b>		
	Front side	1.00	0
	Back side	1.00	0
	Right side	0.50	0
	Left side	0.50	0
<b>12</b>	<b>Retaining wall , Compound wall and Yard works</b>	1.00	0
<b>13</b>	<b>Handing over with permanent power connections, UGD connection, Water connection and other misc. works.</b>	1.00	0
	<b>TOTAL</b>	100.00	0

### **SCHEDULE 'E'**

#### **SPECIFICATIONS, AMENITIES & FACILITIES**

##### **HIGHLIGHTS**

- Basement Floor + Lower Ground Floor + Upper Ground Floor + 29 storey Apartment Building
- 28 numbers of flats one Flat in each Floor (from 2 nd to 29 th floor)
- Spacious double height entrance lobby/visitor's lounge
- 2nos. high-speed automatic 13 passenger capacity lifts and 1 no.800 kg capacity service lift
- Firefighting system in accordance to Fire Service Dept. Specifications & regulations.
- Acoustically enclosed Generator to provide 100% power backup.
- Electronic Surveillance cameras in and around the building
- 24x7 Security in the building
- Multi video door phone facility from security to each Apartment
- Rain water harvesting system
- Bore well / Open well water facility along with the corporation water connection
- Water treatment plant (WTP) for domestic purpose
- Sewage Treatment Plant (STP) with Treated water connection to Flush & Gardening.
- Bio organic waste converter equipment (OWC)
- Club house with Multipurpose Hall for Indoor Games, Meditation/Yoga Room and Fully equipped Gymnasium with separate Ladies & Gents Toilets in First Floor

- Swimming pool with Deck Area, Jacuzzi at Terrace floor. Sauna & Steam Bath(separate for Gents and Ladies) at Lower Terrace floor
- Covered Car Parking at Basement, Lower Ground Floor & Upper Ground Floor
- Provision of EV charging points at the car parking area
- Granite flooring for common areas & staircase
- Safety Railings for balconies and staircases
- VDF concrete flooring or premium quality concrete interlock paving blocks for car parking area & yard
- Premium quality antiskid Vitrified Tile flooring in terrace

## **GENERAL**

- Fully framed RCC structure with Internal Walls & External Walls are of RCC constructed with Aluminium Formwork
- RCC overhead water tank above terrace and water storage sump tank at basement
- STP Water Storage tank at Basement
- Separate water tank for firefighting water storage at Basement & Terrace
- Premium quality Large Size Vitrified/GVT/PGVT tiles for Main Flooring inside the flats
- Premium quality glazed tiles for toilet walls and antiskid tiles for toilet flooring
- Premium quality antiskid tiles for balcony and work area flooring
- Granite counter for dinning wash basin
- Spacious Kitchen Space with required Plumbing & Electrical provisions to fit the Modular Kitchen
- Wooden frames with veneer fitted flush door shutter for main doors
- Premium Quality fittings & branded door lock for main door
- Wooden door frames with laminate finish Flush door and premium quality Ironmongery for bedroom doors
- Wooden Door Frame with Fibro Tech door shutter with premium quality fittings for toilets
- Anodized/ powder coated Aluminum Glazed windows with safety grills & Misquote Mesh Provision
- Anodized/ powder coated Aluminum Glazed French Doors with Misquote Mesh Provision for balconies
- Anodized/ powder coated Aluminum Glazed Ventilators with provision for fitting exhaust fan in toilets
- Modular electrical Switches and Premium Quality Wires and DB fittings
- Premium quality plumbing and sanitary fittings in toilets and dinning
- Premium quality electrical fittings for balconies, common areas, facilities, car parking areas, yard compound wall & gates

- Premium interior emulsion painting over the putty finished internal walls & ceilings.
- Exterior grade emulsion painting for external walls
- Melamine polish for main door frame & shutter
- Melamine Polish for Internal door frame.
- All the metal surfaces coated with metal primer and painted with enamel grade color

#### **ELECTRICAL**

- Power allotment for 4 BHK flat is 10 kw .
- Premium quality PVC insulated cables, DB accessories and modular switches

#### **LIVING & DINNING**

- Adequate Lights & Fan points
- T.V. point with DTH/Cable point
- Telephone connection
- Multi Video Door Phone point
- AC points for Living & Dinning area

#### **BED ROOMS**

- Adequate Lights & Fan points
- T.V. point in all Bed rooms
- Telephone connection in Master bedroom
- 1 no. of AC point each for all Bed rooms

#### **KITCHEN**

- Adequate Lights & Fan points
- Adequate Power Points, Provision for Chimney & Exhaust Fan
- Electrical Provision for Water Purifier near Sink
- Electrical Provision for instant Geyser
- Provision for Washing Machine & Dish Washer at Work Area

#### **BALCONY**

- Ceiling Light point with Fitting
- 5 amps Switch & Socket

#### **BATH ROOMS**

- Adequate Lights Points
- 5 Amps Switch & Socket
- Electrical Provision for Geyser & Exhaust Fan

#### **PLUMBING**

- Premium quality branded plumbing pipes and fittings for pressure tested pipelines of water supply & drainage network
- Gravity flow type water supply system
- Separate STP treated water pipeline network for w/c flush

#### **BATHROOMS**

- R.C.C Base slabs treated for water proofing in all Bathrooms.
- Ceiling Suspended pipelines in Toilets with Grid False ceiling
- Pressure Checked Plumbing and Drainage lines
- Concealed Flush Valves for EWC Flush
- Single Lever Diverter Shower unit for all Bath Rooms
- Premium quality Branded Wash Basin & Wall mounted E.W.C. in Toilets
- Premium quality Branded C P Plumbing Fittings
- Premium quality Branded Health Faucet in all Toilets
- Water line Provision for Geyser in all Toilets

#### **KITCHEN**

- Water line Provision for Instant Geyser and Water Purifier in all Kitchens
- Water line Provision for Washing Machine & Dish Washer in Work Area

IN WITNESS WHEREOF parties herein above named have set their respective hands and signed this Agreement for Sale at Mangalore in the presence of attesting witness, signing as such on the day first above written.

**LAND OWNER/PROMOTER**

**ALLOTTEE**

**WITNESSES:**

**(1)**

**(2)**