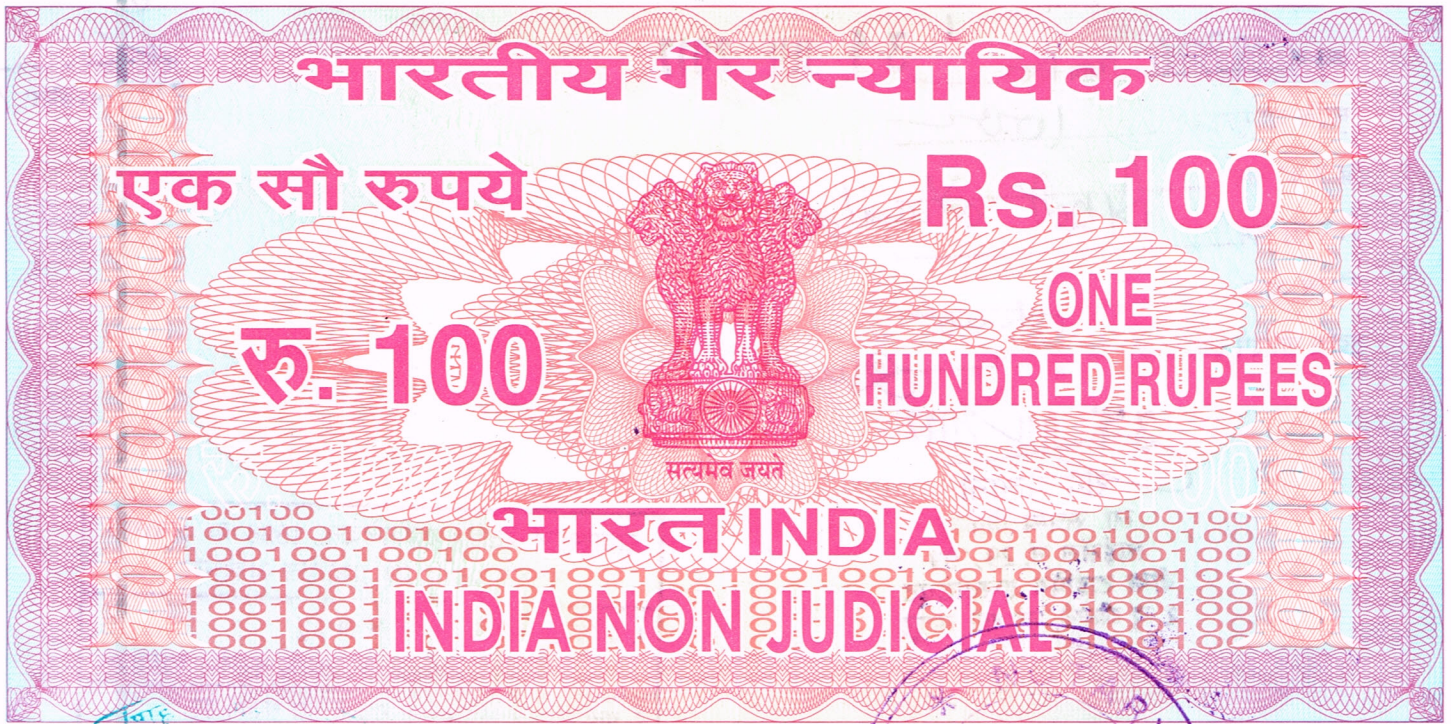




राजस्थान RAJASTHAN

27 JUL 2017

6

नॉन ज्यूडिशियल



AK 176912

AFFIDAVIT CUM DECLARATION

AFFIDAVIT CUM DECLARATION of Mr. Anand Mishra, duly authorized by the Promoter of the proposed project vide its authorization dated 19/06/2017.

I, **Anand Mishra** (Aadhar No. 8407-0564-3131), Son of Shri Udai Kant Mishra, aged 40 years, R/o D-120, Kabir Marg, Banipark, Jaipur, duly authorized by **M/s Trimurty Landcon** promoter of the proposed project, do hereby solemnly declare, undertake and state as under:-

- 1) That Agreement for Sale for the project **Trimurty's Ariana** has been prepared on the basis of substance of the Performa of Agreement for Sale provided under Rajasthan Real Estate (Regulation and Development) Rules, 2017 ("**Rajasthan RERA Rules**") by customizing the same as per the requirement of our project and the contractual terms offered by us to the customers, while observing the framework of Real Estate (Regulation and Development) Act, 2016 ("**RERA**") and Rajasthan RERA Rules.

For **TRIMURTY LANDCON**

Anand

Authorised Signatory

ATTACHED

क्र. नं. 18876 विक्रय दिनांक 31 JUL 2017

हस्ताक्षर केला/हर

मूद्रांक का मूल्यांकन 1000

क्रेता का नाम Anil Kumar

पिता का नाम

निवास स्थान

मूद्रांक खरीदने संबंधित कार्य का मूल्यांकन 1000

31 JUL 2017

रवि चेलानी

ला. स्टाम्प विक्रेता

लाईसेंस नं. 29/09

वीणा टाईपिंग इन्स्टीट्यूट

2 न्यू लीलोनी, पांच बत्ती, जयपुर

राजस्थान स्टाम्प अधिनियम, 1998 के अन्तर्गत स्टाम्प टैडि पर प्रभाविता अधिभार	
1. जायदाद	1000/-
2. गांव जो	1000/-
कुल	2000/-
हस्ताक्षर	स्टाम्प वेण्डर

- 2) We undertake that such additions/amendments are not contrary to the provisions of Real Estate (Regulation and Development) Act, 2016 ("RERA") and Rajasthan RERA Rules.
- 3) That if any clause or portion of the Agreement for Sale is declared to be in violation of the RERA and Rajasthan RERA Rules, the same shall be deemed to be non-existent.

For TRIMURTY LANDCON

Anand
Deponent
Authorised Signatory

Verification

I, **Anand Mishra**, Son of Shri Udai Kant Mishra, aged 40 years, R/o D-120, Kabir Marg, Banipark, Jaipur, do hereby verify that the contents in para No. 1 to 3 of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me there from.

For TRIMURTY LANDCON

Verified by me at Jaipur on this 31st day of July, 2017

Anand
Authorised Signatory
Deponent

ATTACHED

NOTARY
Tehsil-Jaipur/District-Jaipur

3 AUG 2017



TRIMURTY LANDCON

(A unit of UKM GROUP)

ALLOTMENT LETTER

Mr./Ms./Mrs. _____

Dated: _____

Co- Appl. _____ (if, any)

Sub: Letter of Allotment of Flat/Unit in Project named "Trimurty's Ariana" (Building/Block No. ____), situated near SKIT, Sector-30, Ramnagar, Jagatpura, Jaipur, Rajasthan.

Heartily Congratulations!!!

We are delighted to inform you that you have been allotted a Unit/Flat bearing no. _____ on _____ Floor, in building/block no. _____ ("Building"), having tentative carpet area of _____ sq. ft. and exclusive balcony area of _____ sq. ft., built up area of _____ sq. ft. ("Unit"), against your Registration/Application form no. _____ dated _____ ("Application Form"), in our residential project named as **Trimurty's Ariana** ("Project") which is being developed upon project land admeasuring 11500 sq. mtrs, situated near SKIT, Sector-30, Ramnagar, Jagatpura, Jaipur, Rajasthan, ("Project Land") in accordance with terms and conditions of said Application Form and this Allotment Letter.

The allotment of the said unit/space is subject to the terms and conditions of the Application Form, this Allotment Letter and the terms and conditions of the Buyer Agreement/Agreement for Sale, proposed to be signed with you, including the timely payment of total payable amount and other payments as per the payment schedule mentioned in this Allotment Letter.

For any query, please feel free to visit our Site or corporate office at 601, Geeta Enclave, Vinobha Marg, C-Scheme Jaipur Rajasthan – 302001 and can also call on 0141-2374451/9351308510 and we would be happy to assist you. You can also e-mail to us on support@trimurty.com Assuring you the best of our services.

You are requested to accept the allotment by signing on the office copy of the allotment letter.

For TRIMURTY LANDCON

Page 1 of 11



Authorised Signatory

Real Estate • Construction • Hospitality • Education

601, Geeta Enclave, G-8, Vinoba Marg, C-Scheme, Jaipur 302001, India

Tel: 0141- 5107100, Fax: 0141-2372359 E-mail: info@trimurty.com Website: www.trimurty.com

TERMS & CONDITIONS IN RESPECT OF ALLOTMENT OF A FLAT/UNIT IN THE RESIDENTIAL PROJECT NAMED "Trimurty's Ariana"

1. The Project is a residential project to be known as "Trimurty's Ariana", comprising of five buildings/blocks viz a viz. A, B, C, D & E and each having basement+ Stilt floor + first floor +11 upper floor and common areas and facilities of the Project. However, for convenience and ease of construction, sales and marketing, the Project "Trimurty's Ariana" will be constructed in phased manner i.e. block wise and partial completion for each block would be taken upon completion of respective block. The Project has been registered with the Real Estate Regulatory Authority ("Authority") on date _____ and the Project's Registration Certificate No. is _____. This Registration is valid for a period of _____ years commencing from _____, unless renewed by the Authority. The details of the Promoter and the Project are also available on the website (www.rera-rajasthan.in) of the Authority as required under Real Estate (Regulation and Development) Act, 2016 ("Act").

2. The basic sale consideration of the Unit is Rs. _____/- (Rupees _____ only) calculated @ Rs. _____/- (Rupees _____ only) per sq. ft. of built up area or calculated @ Rs. _____/- (Rupees _____ only) per sq. ft. of carpet area, including consideration for exclusive balcony (hereinafter referred to as "Basic Sale Consideration of Unit").

3. The Basic Sale Consideration of Unit does not include and thus, the Allottee(s) shall additionally bear and pay following taxes, charges, deposits, etc (hereinafter referred to as "Additional Payments"):
 - a) One month maintenance charges: Rs. _____/- (Rupees _____ only);
 - b) GST: Rs. _____/- (Rupees _____ only);
 - c) Gas Pipeline charges: Rs. _____/- (Rupees _____ only);
 - d) Club Development Charges: Rs. _____/- (Rupees _____ only);
 - e) Electrical sub-station charges: Rs. _____/- (Rupees _____ only);
 - f) Legal charges: Rs. _____/- (Rupees _____ only);
 - g) Membership fees of Residents' Association: Rs. _____/- (Rupees _____ only);
 - h) Expenses for formation of Residents' Association: Rs. _____/- (Rupees _____ only);
 - i) Interest Free Maintenance Deposit ("IFMD"): Rs. _____/- (Rupees _____ only);
 - j) Proportionate charges for insurance of Project Land and Project as and when demanded by the Promoter.


 Authorised Signatory

4. The Basic Sale Consideration of Unit and Additional Payments in respect of the Unit aggregates to Rs. _____/- (Rupees _____ only) (hereinafter be referred to as "**Total Payable Amount**").
5. The Allottee(s) is aware that the Total Payable Amount is inclusive of the booking amount, GST, cess or any other similar taxes levied in connection with the construction of the Project upto the date of handing over of possession of the Unit, maintenance charges (upto 1 month) cost of internal/external development charges and the cost of providing all facilities, amenities, specifications within the said Unit and the Building/Project.
6. The Allottee(s) shall also be liable to pay maintenance deposit, upfront maintenance charges, documentation charges, stamp duty, registration charges and any other charges applicable at the time of registration of the Agreement for Sale, Sale Deed, and Sub- Lease Deed etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). IFMD shall be transferred to the Residents' Association or its nominee at the time of conveyance of common areas and facilities of the Project to the Residents' Association.
7. The Allottee(s) shall pay the Total Payable Amount of Unit less booking amount of Rs. _____/-(Rupees _____ only) strictly in accordance with the Payment Plan annexed herewith as **Annexure – I**, through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of _____ payable at _____. The receipt would be valid only after realization of the said cheque / bank draft and effect of credit in the account of the Promoter.
8. The Total Payable Amount is escalation-free, save and except increases, which the Allottee(s) agrees to pay, due to increase on account of development charges like water supply connection charges including its deposit and infrastructure cost or electricity supply connection charges including its deposit and infrastructure cost etc. payable to the competent authority and/or any other increase in charges which may be levied or imposed or increased by the competent authority from time to time, till the date of completion of the Project. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rules/regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.
9. In case there is any change / modification in the taxes or introduction of any new direct / indirect tax, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced accordingly. However, if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any granted to the Project by the authority as per the Act, the same shall not be charged from the Allottee(s).

For **TRIMURTY LANDCON**

Page 3 of 11


 Authorised Signatory

10. The Allottee(s) agrees to execute the Promoter's Standard Agreement for Sale, Sale Deed or any other agreement and/ or document, as and when called upon to do so by the Promoter. A copy of Promoter's Standard Agreements in respect of the Project is available on www.trimurty.com and a copy of the same may be availed by the Allottee(s) from Promoter's office at 601, Geeta Enclave, Vinoba Marg, C-Scheme, Jaipur by paying Rs. _____ per page.
11. The Promoter shall periodically intimate to the Allottee(s) about the installment/ amount payable and the Allottee(s) shall make payment within the time and in the manner specified therein.
12. The Promoter shall have the right to adjust/ appropriate the installment amount received from the Allottee(s) first towards the interest and other sums, if any, due from the Allottee(s) and the balance, if any, towards the Total Payable Amount.
13. The Allottee(s) shall make all payments only from his bank account(s). The Promoter shall not accept any payment/ remittances made by third party on behalf of Allottee(s).
14. The Allottee(s) understands and agrees that the competent authorities may value the Unit at the rate fixed by competent authority and for the purpose of calculation of stamp duty the competent authority may add proportionate area of common areas and facilities of the Project with the Unit and for this limited purpose the super built up area of the Unit may be calculated @ _____ sq. ft.
15. All taxes, levies or assessments, falling due from the date of handing over of possession of the said Unit by the Promoter to the Allottee(s) shall be borne by the Allottee (s).
16. Proportionate common electric charges and water charges from the date of offer of possession of Unit shall be borne and paid by the Allottee(s).
17. A detailed agreement for sale shall be executed between the Allottee(s) and the Promoter in the Promoter's Standard agreement to sell format mentioned hereinabove.
18. The sale deed shall be executed and registered and title of the Unit along with pro rata share in common areas and facilities of the Project shall be conveyed by the Promoter in favour of the Allottee(s) within a period of three (3) months from the date of issue of partial completion certificate of Building/occupancy certificate subject to full and final payment of all moneys payable including interest, if any, and all other dues of the Promoter by the Allottee(s) in terms of the Application Form, this Allotment letter and agreement for sale and subject to compliances of all other relevant terms and conditions of the Application Form, this Allotment Letter and the agreement for sale.

19. The timely payment of installments as per the Payment Plan shall be the essence of this allotment. In case the Allottee(s) fails to make payment of any installment within 15 days from date of demand by the Promoter, despite having been issued notice in this regard by the Promoter, the Allottee(s) shall be liable to pay Interest as per Rajasthan Real Estate (Regulation and Development) Rules, 2017 ("Rules"). If the above default in payment extends for a period beyond 30 days after demand notice from the Promoter in this regard, the Promoter shall be entitled to cancel the allotment of the Unit in favour of the Allottee(s) and forfeit 10% of Basic Sale Consideration of Unit ("Earnest Amount"), taxes, duties, cess, etc. paid to concerned department in respect of the Unit, brokerage paid by the Promoter in respect of Unit and the interest liabilities and refund balance amount without any interest after the sale of Unit to a new allottee/buyer, from the amounts realised from the such new allottee/buyer.
20. The Promoter upon obtaining the partial completion certificate of Building/occupancy certificate from the competent authority shall offer in writing the possession of the Unit, to the Allottee(s) in terms of Agreement for Sale to be taken within time period mentioned in the offer letter.
21. Subject to Force Majeure, the Promoter agrees to offer possession of the Unit in Building on or before _____. In the event of the failure of the Allottee(s) to take over the possession of Unit, the Promoter shall have the option to cancel allotment and forfeit Earnest Amount, brokerage paid by the Promoter in respect of Unit, taxes, duties, cess, etc. paid to concerned department in respect of the Unit and interest liabilities and refund balance amount without any interest or the Promoter may without prejudice to its rights under this allotment letter, decide not to cancel the allotment of the Unit and in such case the Allottee(s) shall pay the Promoter the following amount:-
- The amount due with interest as mentioned in the notice for possession from the due date till date of the payment.
 - Maintenance charges from the date of offer of possession as per notice of possession.
 - Holding/ safeguarding charges @ Rs.20,000/- per month for the period of delay.
- However, notwithstanding anything mentioned hereinabove in this clause, in case the delay in taking possession of the Unit by the Allottee exceeds 30 days, the Promoter, without prejudice to its rights under this allotment letter, shall be entitled to terminate the allotment and forfeit Earnest Amount, brokerage paid by the Promoter in respect of Unit, taxes, duties, cess, etc. paid to concerned department in respect of the Unit, interest liabilities and other charges payable for delay in taking possession as mentioned hereinabove and refund balance amount without any interest after the sale of Unit to a new allottee/buyer, from the amounts realised from the such new allottee/buyer.
22. In case the Allottee(s) cancels/withdraws from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Earnest Amount, all any taxes, duties, cess, etc. deposited

by the Promoter to the concerned department/authority in respect of the said Unit, brokerage paid by the Promoter in respect of Unit and all other penalties, interest liabilities, dues of any nature whatsoever in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount shall be returned by the Promoter to the Allottee(s) without any interest after the sale of Unit to a new allottee/buyer, from the amounts realised from the such new allottee/buyer.

23. Further, on cancellation of allotment of Unit by the Promoter or by the Allottee(s) all rights, title and interest of the Allottee(s) over the allotted Unit shall stand extinguished and the Allottee(s) shall have no further legal right, title and interest of any nature over the Unit and the Promoter shall be entitled to transfer the Unit to any other person(s) at its own discretion.
24. In case the Allottee(s) wants to avail of a loan facility from his employer or any Bank or any Financial / Lending Institution to facilitate the purchase of the Unit applied for, the Promoter shall facilitate the process subject to the following:
 - The terms of the Employer / Bank / Financing Institution shall exclusively be binding and applicable upon the Allottee(s) only.
 - The responsibility of getting the loan sanctioned and disbursed, as per the Payment Plan shall rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Promoter as per Payment Plan shall be ensured by the Allottee(s), failing which the Allottee(s) shall be governed by the provisions contained in clause 20 herein-above.
25. The Promoter will construct a club house consisting of spa, steam, salon, squash court, billiards room, library, T.V. Lounge, Sports Hall, Card Room etc ("**Club House**"). The said Club House, shall be treated as part of common areas and common facilities of the Project and Promoter shall upon formation of Residents' Association, handover such Club House along with proportionate rights in land underneath the said Club House, to the Residents' Association and if required the Promoter shall execute a registered conveyance deed in favour of the Residents' Association at the cost and expense of such Residents' Association. It is also understood by the Allottee(s) that the membership of the club is contingent upon Allottee(s) ownership of the Unit. Further, Residents' Association shall maintain and run the Club House and separately charge for all facilities to be utilized by the Allottee(s) or occupier of the Unit. However, the GYM is not part of the Club House and the Promoter shall be the absolute owner of GYM, which shall be treated as an independent unit which may be transferred by the Promoter to any other person or entity. The Allottee(s) will be free to avail the facilities of said GYM by making separate payments to the concerned entity.
26. In the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, which shall be assessed by the Promoter (and such assessment shall be final and binding on the Allottee(s)), then this allotment shall stand terminated and the Promoter shall

refund to the Allottee(s) the entire amount received by the Promoter from the Allottee(s) with interest within forty-five (45) days from that date. The Promoter shall intimate the Allottee(s) about such termination at least thirty (30) days prior to such termination. Allottee(s) agrees that he/she shall not have any rights, claims, etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under Application Form, this Allotment Letter and Agreement to Sale to be executed.

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 in respect of the said Unit or the Project without the previous written consent of the Allottee(s) and Promoter shall not make any other additions and alterations in the sanctioned plans, layout plans and specifications of the buildings or the common areas and facilities in respect of the Project without the previous written consent of the 2/3rd of allottee(s) of the Project and the Allottee(s) hereby agrees that such consent shall not be unreasonably withheld. The Promoter may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act.

27. Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of section 14 of Act.
28. The Promoter shall confirm to the final Carpet Area that has been allotted to the Allottee(s) after the construction of the Building is complete and the partial completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Payable Amount 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(s) within 45 days with interest at Interest Rate from the date of receipt of last installment of Total Payable Amount. If there is any increase in the Carpet Area which is not more than three percent of the Carpet Area of the Unit, allotted to the Allottee(s), the Promoter may demand the additional consideration, charges, taxes, etc. from the Allottee(s) with the next milestone of the Payment Plan. All these monetary adjustments shall be made in the Total Payable Amount in proportion to increase/decrease in area of the Unit.
29. The Allottee(s) understands and agrees that a Residents' Association of allottees of Apartments in the Project shall be formed with the main object to take over the responsibility of maintenance/management of Common Area and Facilities of the Project and with such other object or purpose and in such manner and to such extent as the Promoter and/or Residents' Association may decide from time to time keeping in view the best interest of the allottees of apartments in the Project. The allottees of all the Apartments of Project shall become the members of the Residents' Association by paying non-refundable membership fees. The Allottee(s) agrees

and undertakes to abide by and comply with bye-laws and rules and regulation of such Residents' Association. Until the formation of the Residents' Association under the Applicable Laws, the Promoter itself or through maintenance agency shall maintain the Common Areas and Facilities of the Project and shall have all the rights and authorities of the Residents' Association, in addition to the rights expressly mentioned herein, to enable proper maintenance of the Common Areas and Facilities of the Project. The Promoter shall handover the management/maintenance of the Common Areas and Facilities of the Project upon formation of the Residents' Association under the Applicable Laws to the Residents' Association, and the Residents' Association will take care of the Common Areas and Facilities of the Project.

30. The Allottee(s) shall be liable to pay from the date of offer of possession, house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the carpet area of Unit to the carpet area of all apartments in the Project. If the Promoter has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter within 15 days from the date of notice in this regard from the Promoter failing which the Promoter shall be entitled to charge interest for the period commencing on the date on which the Promoter paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter.
31. On intimation from the Promoter, the Allottee (s) shall be bound to execute the Agreement for Sale and other documents as may be required by the Promoter within 30 days of date of receipt of intimation and secondly, appear for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter, Agreement for Sale within 30 days from the date of its receipt by the Allottee(s) 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(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), the Promoter may at its option decide to either continue the allotment or cancel the allotment. In case of cancellation of allotment, all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be forfeited and the Promoter shall be free to deal with the Said Unit as it may deem fit and proper and the Allottee(s) shall not have any right, title, interest and/or lien over the Unit. However, the Promoter shall be entitled to claim loss/damage caused to the Promoter on account of such cancellation under applicable laws and the Allottee(s) shall be liable to pay all the cost incurred by the Promoter in respect of application and allotment of said Unit to the Allottee(s), including preparation of any agreement, postal cost, advocate fees, penalties, etc.
32. The Promoter shall at all times have the first lien and charge on the Said Unit for all its dues and other sums payable by the Allottee(s) to the Promoter.

For TRIMURTY LANDCON

Page 8 of 11

Authorized Signatory

33. The Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project including GYM. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with applicable laws.
34. In case the Allottee(s) is NRI/Foreign National Buyer, the adherence to the provisions of the Foreign Exchange Management Act, 1999 and any other law related thereto as may be prevailing at the time shall be the responsibility of the Allottee(s)
35. The Allottee(s) shall not use the said Unit for any purpose other than for which the Said Unit is being acquired by him/ her except with prior written permission of the Promoter.
36. In case of joint allottees, all the correspondence shall be done only with the 'First Allottee' at the address for communication as it appears on the application form.
37. Allottee(s) agrees that the development of the Project is subject to force majeure. The Promoter shall not be liable to pay interest/penalty/compensation for delay in handover of possession on account of force majeure.
38. The Allottee(s) confirms that he has understood each and every clause of this Allotment Letter and its legal implication thereon and has clearly understood his obligations and liabilities and the Promoter's obligations and limitations set forth in this Allotment Letter. The Allottee(s) shall keep the Promoter and its agents and representatives indemnified and harmless against any loss or damages that the Promoter may suffer as a result of non-observance or non-performance of the covenants and conditions of this Allotment Letter.

Warm regards,

For _____

(Authorized Signatory)

Acceptance of Allotment

I/We hereby accept the allotment of Unit bearing no. _____ on _____ Floor in Building/Block No. _____, tentatively admeasuring _____ having tentative carpet area of _____ sq. ft.

Page 9 of 11

OF TRIMURTY LANDCON

Authorised Signatory

and exclusive balcony area of _____ sq. ft., Built up area of _____ sq. ft ("Unit") Project named as "Trimurty's Ariana" ("Project") which is being developed by Trimurty Landcon, situated near SKIT, Sector-30, Ramnagar, Jagatpura, Jaipur, Rajasthan subject to the terms & conditions of the Application/Registration Form no. _____ dated _____ and this Allotment Letter.

Thanks and regards,

(Customer Name)

Annexure-I

Payment Plan

A. Construction linked payment plan

Stage of development works and completion of Unit	Percentage of the Basic Sale Consideration	Installment Amount in Rs.	Period within which the Installment is to be paid by the Allottee
At the time of Booking	10%		7 days
On casting of Basement Slab	10%		7 days
On casting of Stilt Floor Slab	10%		7 days
On casting of First Floor Slab	10%		7 days
On Completion of Second Floor Slab	10%		7 days
On casting of Fourth Floor Slab	7.5%		7 days
On casting of Sixth floor Slab	7.5%		7 days

On casting of Eighth Floor Slab	7.5%		7 days
On casting of Tenth Floor Slab	7.5%		7 days
On casting of twelfth Floor Slab	5%		7 days
Brick Work within the Unit	5%		7 days
Flooring work within the Unit	5%		7 days
Possession Notice	5%		7 days

B. Down Payment Plan

Payment Milestone	Percentage of the payable amount
At the time of Booking	10%
Within 45 days of Booking	85%
Possession Notice	5%

TRIMURTY LANDCON

Authorised Signatory

Form-G

AGREEMENT FOR SALE

Affix colour
photograph of
Allottee/First
Allottee with
signature across
the photograph

Affix colour
photograph of
authorized
signatory of
Promoter with
signature across
the photograph

THIS AGREEMENT FOR SALE ("Agreement") is executed at _____ on this
____ day of _____ Two thousand and _____.

BY AND BETWEEN

Trimurty Landcon, a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932. having its principal office at 601, Geeta Enclave, Vinobha Marg, Jaipur Rajasthan -302001, (PAN AAIFT0891J), through its Authorised Representative Mr. _____ S/o _____ R/o _____ (Aadhar No. _____) duly authorized *vide* Authority Letter dated _____ passed and signed by all the partners constituting the firm, (Copy enclosed as **Annexure I**) [hereinafter referred to as the "**Promoter**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include all the partners of the firm and their respective successor(s), administrator(s), executor(s) and permitted assignee(s)].

AND

Mr./Ms./Mrs. _____ (Aadhar No. _____), Son/Daughter/Wife of Mr. _____, aged _____, R/o _____ (PAN _____) jointly with Mr./Ms./Mrs. _____, Son/Daughter/Wife of Mr. _____, R/o _____ (PAN _____) ; hereinafter singly/jointly referred to as the **Allottee(s)**, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrator(s), executor(s) & permitted assignees).

For **TRIMURTY LANDCON** Page 1 of 39


Authorized Signatory

The “**Promoter**” and the “**Allottee(s)**” shall hereinafter be collectively referred to as “**Parties**” and individually as “**Party**”

INTERPRETATIONS/DEFINITIONS

- I. In this Agreement, the following expressions unless repugnant to the context thereof shall have the meaning assigned thereto-
- a) “**ACT**” means Real Estate (Regulation & Development) Act, 2016.
 - b) “**APPLICABLE LAWS**” shall mean all acts, rules and regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including, Rajasthan Urban Improvement Act, 1959, Rajasthan Municipalities Act, 2009 Rajasthan (Disposal of Urban Land) Rules, 1974, Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 and any other law which may be promulgated or brought into force and effect hereinafter including bye-laws, notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any statutory authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement and applicable to the development / construction / sale of the Project.
 - c) “**APARTMENT**” shall mean a space in the Project (defined herein-below) intended and/or capable of being independently and exclusively occupied and includes a flat and all such units or spaces intended to be used for any residential or commercial use such as office, shop in any part of the Project.
 - d) “**AUTHORITY**” shall mean the Real Estate Regulatory Authority.
 - e) “**BUILDING**” shall mean the Block no. /Building no. “___” in the Project (defined herein below) where the Allottee(s) has been allotted his “Unit”.
 - f) “**APPROVED PLANS**” shall mean the plans and designs of Project constructed or to be constructed on the Project Land (as defined herein-below), which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Promoter and/or architect(s) in accordance with Applicable Laws.
 - g) “**BROCHURE**” means brochure depicting details and specifications of the Project (defined herein-below) as circulated by the Promoter at the time of booking of Apartment, a copy of which is annexed herewith as **Annexure-II**.

For **TRIMURTY LANDCON**

Page 2 of 39


Authorized Signatory

- h) **"BUILT-UP AREA"** means the sum of area of the Apartment. It shall include area encompassed within the walls of Apartment, all balconies, whether covered or uncovered and full thickness of such walls. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built up area.
- i) **"CARPET AREA"** means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment. Explanation.— For the purpose of this clause, the expression **"exclusive balcony or verandah area"** means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s); and **"exclusive open terrace area"** means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s);
- j) **COMMON AREAS AND FACILITIES OF THE PROJECT:** shall mean such common areas, facilities, equipment's and spaces in the Project, which are meant for common use of and enjoyment of all the occupants of the Project (as defined herein-below) and more particularly detailed in the **Schedule D** attached hereto. However, the GYM (as defined in clause 1.15 herein-below) shall not form part of common areas and facilities of the Project and the Promoter shall remain the absolute owner of the GYM.
- k) **"CONVEYANCE DEED"** (i) in respect of the Unit shall mean written instrument executed between the Promoter and the Allottee(s) through which the ownership of the Unit is transferred in favour of Allottee(s) by the Promoter subject to and in accordance with the terms of this Agreement (ii) in respect of the Common Areas and Common Facilities of the Project shall mean written instrument executed between the Promoter and the Resident's Association through which the ownership of the Common Areas and Common Facilities of the Project is transferred in favour of Resident's Association by the Promoter subject to and in accordance with the terms of this Agreement.
- l) **"EARNEST AMOUNT"** shall mean 10% of Basic Sale Consideration of Unit.
- m) **"INTEREST RATE"** means the State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.
- n) **"LIMITED COMMON AREAS AND FACILITIES"** means those common areas and facilities which are designated in writing by the Promoter before the allotment, sale or

For **TRIMURTY LANDCON**


Authorised Signatory

other transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartments.

- o) **"RESIDENTS' ASSOCIATION"** shall mean an association or society or a co-operative society, as the case may be, of the allottees of Apartments in the Project, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act for the management/maintenance of Common Areas and Facilities of Project.
- p) **"PARA"** means Para of this Agreement;
- q) **"PROJECT LAND"** shall mean all that piece and parcel of the land admeasuring total of 13754 sq. yards or equivalent to 11500 sq. mtrs. and thereabouts, bearing khasra nos. 211, 212 and 213 and situated near SKIT, Sector-30, Ramnagar, Jagatpura, Jaipur, Rajasthan and more particularly shown in **Schedule A**.
- r) **"REGULATION"** means regulations made under the Act;
- s) **"RULES"** mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- t) **"PROJECT"** shall mean the residential Project comprising of five Blocks viz a viz. A, B, C, D & E and having flats, parking facility, club house, other Common Areas and Facilities etc., all improvements and structures thereon and all easements, rights and appurtenances belonging thereto, constructed / to be constructed in phased manner upon the Project Land and named as **"Trimurty's Ariana**.
- u) **"SCHEDULE"** means the Schedule attached to this Agreement;
- v) **"SECTION"** means the section of the Act.

II. The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 or in Rajasthan Municipalities Act, 2009 or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE PROMOTER DECLARES THAT:

- A. A patta dated 28/06/2013 bearing no. 20284 was executed by Jaipur Development Authority ("**JDA**") in respect of plot of land admeasuring 13754 sq. yards or thereabouts equivalent to 11500 sq. mts., corresponding to khasra nos. 211, 212 and 213 and situated near SKIT, Sector-30, Ramnagar, Jagatpura, Jaipur, Rajasthan (more particularly detailed in **Schedule A** attached hereto and hereinafter referred as "**Project Land**"), in


Authorised Signatory

favour of the Promoter, which was registered with office of Sub-Registrar Sanganer on 03.07.2013 in Book No. I, at Volume No. 851 on Page No. 85 at Serial No. 2013067010105. The Promoter has also paid one time lease money to JDA.

- B. Accordingly, the Promoter became the absolute owner and is in the lawful possession of the Scheduled Land and has legal title to the Scheduled Land with legally valid documents. Further, the Scheduled Land is free from all encumbrances, except the SBBJ (now SBI) bank loan from commercial branch Jaipur.
- C. The Scheduled Land is earmarked for the purpose of development of a residential project.
- D. The Promoter being the absolute owner and in possession of the Project Land framed a scheme for developing a residential project to be known as “Trimurty's Ariana” on the Project Land, comprising of five buildings/blocks viz a viz. A, B, C, D & E and each having basement+ Stilt floor + first floor +11 upper floor. However, for convenience and ease of construction, sales and marketing, the Project “Trimurty's Ariana” will be constructed in phased manner i.e. block wise and partial completion for each block would be taken upon completion of respective block.
- E. The Promoter has planned and is in the process of constructing and developing the Project **upon** on the Project Land, including the Building, after getting necessary permissions/approvals from concerned competent authorities. The location details of the Project being developed upon Project Land is fully described in **Schedule A**.
- F. The Project has been registered with the Real Estate Regulatory Authority (“**Authority**”) on date _____ and the Project's registration certificate no. is _____. This registration is valid for a period of _____ years commencing from _____, unless renewed by the Authority. The details of the Promoter and the Project are also available on the website (www.....) of the Authority.
- G. The following approvals and sanctions have been obtained in respect of the Project:
 - i. Site Layout Plan of the Project has been approved by the Jaipur Development Authority *vide* its Letter No. 572 dated 21/03/2014 and revised Site Layout Plan of the Project has been approved by Jaipur Development Authority *vide* its Letter No.1239 dated 26/05/2016. A copy of the Site Layout Plan and revised Site Layout Plan is enclosed herewith and marked as **Annexure- III**.
 - ii. Approval of the Project and permission of building construction up to 47.5 meters height (basement+ Stilt floor + first floor +11 upper floor) under the relevant legal

provisions has been accorded vide Letter No.572 dated 21/03/2014 and revised permission has been obtained vide Letter No. 1239 dated 26/05/2016.

- iii. The Jaipur Development Authority, Jaipur has granted commencement certificate to develop the Project vide its approval no. 572 dated 21/03/2014 and revised commencement certificate to develop the Project vide its approval no. 1239 dated 26/05/2016. .
- iv. Temporary fire NOC for the Project has been accorded by the Office of Chief Fire Office *vide letter* no.2826 dated 19/02/2014 and revised NOC has been accorded vide letter no. 2169 dated 23/03/2017
- v. The Airport Authority of India has also granted NOC bearing No.1462-1464 dated 20/07/2010 for height clearance for the Project and revised JAIP/NORTH/B/012816/120174 dated 28/01/2016
- vi. Environmental clearance from the department concerned has been obtained for the Project *vide letter* no. F(MUID)/Jaipur (Sanganer/54(1)/2013-2014/8629-8631dated18/02/2014 .

- H. The Promoter has conceived and planned various common areas, amenities and facilities in the Project as detailed in **Schedule D**. These common areas, facilities and amenities will be developed along with the buildings/block in which they are located and Common Areas and Facilities of the Project shall be common for all occupants of the Project irrespective of the building/block in which they are located. Therefore, it has been clearly explained by the Promoter to the Allottee(s) and further agreed by the Allottee(s) that the Common Areas and Facilities of Project would be developed along with the building/block of which such common area/facility/amenity is a part. It has been specifically explained by the Promoter and understood and agreed by the Allottee(s) that all the Allottees of the Project shall have equal right in the Common Areas and Facilities of the Project and the Allottee(s) shall not obstruct and/or cause any hindrance to any allottee belonging to any building/block in the Project. The Promoter agrees and undertakes that it shall not make any changes to Approved Plans of the Project except in strict compliance with Section 14 of the Act and other Applicable Laws.
- I. The Promoter has conceived a detailed plan of development works to be executed in Project. Details of the plan of development works to be undertaken in the Project and the proposed facilities to be provided including fire fighting facilities, drinking water facilities,

For TRIMURTY LANDCON


Authorized Signatory

emergency evacuation services, use of renewable energy, etc, as provided in clause (e) of sub-section 2 of Section 4 of the Act have been specifically provided under **Schedule- E**

- J. The details of salient features of the Project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project have been specifically provided in **Schedule-B** attached hereto.
- K. The details of external development works to be taken for the Project have been specifically provided in **Schedule- F** attached hereto.
- L. The details of specifications of material used/to be used in construction of the Project have been specifically provided in **Schedule- G** attached hereto.
- M. The stage wise time schedule for completion of Project, including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/ external development works been specifically provided in **Schedule- H** attached hereto.
- N. The Promoter has opened a separate account in D-54, Ahinsa Circle, Ashok Marg, C-Scheme branch of HDFC Bank for the purpose of covering the cost of construction and the land cost as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act.
- O. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect of right, title and interest of the Promoter regarding the Project Land on which the Project is being developed have been completed.
- P. The Allottee(s), being aware of the Project and details given above as well as in the Brochure/advertisement about the Project, has applied for allotment and purchase of an Apartment in the Project *vide* booking/application form no. _____ dated _____ ("**Booking Form**"). The Allottee(s) has also deposited a sum of Rs. _____ (Rupees _____ only) (hereinafter referred to as "**Booking Amount**") as an advance payment / booking amount which is including application fee and which is not more than 10% of Basic Sale Consideration of Unit (as defined below) and agrees to make timely and complete payments of the balance of Total Payable Amount as well as other dues under this Agreement as per terms and conditions of this Agreement.

For TRIMURTY LANDCON


Authorized Signatory

Q. The Promoter has allotted following Apartment in the Building and to the Allottee(s):

- (i) Building/Block No. _____;
- (ii) Apartment No. _____;
- (iii) Floor No. _____;
- (iv) Carpet Area _____ sq. ft. and exclusive balcony area of _____ sq. ft.;
- (v) Built Up Area of _____ sq. ft

along with earmarked parking bearing no. _____ and pro rata share in the common areas of the Project (the layout plan of the said Apartment is annexed herewith as **Annexure- IV** and more particularly described in the **Part II of Schedule-B** attached herewith and hereinafter referred to as the "Unit").

R. The details of floor plan of the Unit and Building is given in **Schedule- I**.

S. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.

T. 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.

U. 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(s) hereby agrees to purchase the Unit along with earmarked parking as specified hereinabove in para Q.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREE ON FOLLOWING TERMS AND CONDITIONS, NAMELY:

1. TERMS:

1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Unit.

1.2 The basic sale consideration of the Unit is Rs. _____/- (Rupees _____), including consideration for exclusive balcony (hereinafter referred to as "Basic Sale Consideration of Unit").

For **TRIMURTY LANDCON**

Page 8 of 39


Authorised Signatory

- 1.3 The Basic Sale Consideration of Unit does not include and thus, the Allottee(s) shall additionally bear and pay following taxes, charges, deposits, etc (hereinafter referred to as “**Additional Payments**”):
- a) One month maintenance charges Rs. _____/- (Rupees _____ only);
 - b) GST: Rs. _____/- (Rupees _____ only);
 - c) Gas Pipeline charges: Rs. _____/- (Rupees _____ only);
 - d) Club Development Charges: Rs. _____/- (Rupees _____ only);
 - e) Electrical sub-station charges: Rs. _____/- (Rupees _____ only);
 - f) Legal charges: Rs. _____/- (Rupees _____ only);
 - g) Membership of Residents' Association: Rs. _____/- (Rupees _____ only);
 - h) Expenses for formation of Residents' Association: Rs. _____/- (Rupees _____ only).
 - i) Interest Free Maintenance Deposit (“**IFMD**”): Rs. _____/- (Rupees _____ only).
 - j) Proportionate charges for insurance of Project Land and Project as and when demanded by the Promoter.
- 1.4 The aggregate of Basic Sale Consideration of Unit and Additional Payments in respect of the Unit is Rs. _____/- (Rupees _____ only), which shall hereinafter be referred to as “**Total Payable Amount**”.
- 1.5 The Total Payable Amount above includes the Booking Amount i.e. Rs. _____/- (Rupees _____ only) paid by the Allottee(s) to the Promoter towards the Unit. All other charges, which are specifically mentioned in this Agreement and does not form part of the Total Payable Amount, shall be paid by the Allottee(s) in addition to Total Payable Amount as per this Agreement.
- 1.6 The Total Payable Amount above includes taxes (comprising of taxes paid or payable by the Promoter by way of GST, cess or any other similar taxes which may be levied, in connection with the construction of the Project, by whatever name called), till the date of offer of possession of Unit through Offer Letter and the date of offer of possession of Common Areas and Facilities of the Project to the Residents' Association, after obtaining the completion certificate. However, the Total Payable Amount does not include stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Conveyance Deed, sub- lease deed, etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). Further, the Total Payable Amount above does not

include upfront maintenance charges, which shall determine by the Promoter and payable by the Allottee(s) until the Common Areas and Facilities of the Project are not taken over by the Residents' Association after obtaining the completion certificate of Project.

Provided that in case there is any change/ modification/introduction of new taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/ modification/introduction.

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 Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

- 1.7 The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in payment plan given in **Schedule C ("Payment Plan")** and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of change/ modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- 1.8 The Total Payable Amount is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges/taxes/levies or introduction of new charges/levies/taxes 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(s) for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.
Provided that if there is any new imposition or increase in 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 Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).
- 1.9 As mentioned above, the Promoter has already received an advance/ booking amount from the Allottee(s) a sum of Rs. _____/- (Rupees _____ only) out of the Total Payable Amount of Unit Rs. _____/-(Rupees _____ only) and the Allottees(s) agrees and undertakes to pay the balance


Authorised Signatory

amount of Rs _____/- (Rupees _____ only) of the Total Payable Amount strictly in accordance with the Payment Plan.

Provided that if the Allottee(s) delays in payment towards any amount which is payable as per this Agreement, he shall be liable to pay interest computed as per the Interest Rate, along with taxes including GST for any due under this agreement.

- 1.10 The Promoter shall not make any additions and alterations in the Approved Plans and specifications and the nature of fixtures, fittings and amenities described therein at **Schedule-J** in respect of Unit without the previous written consent of the Allottee(s) and Promoter shall not make any other additions and alterations in the Approved Plans and specifications amenities as described therein at **Schedule- D** in respect of the Project without the previous written consent of the 2/3rd of allottee(s) of the Project. The Promoter may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act.

Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of section 14 of the Act without the consent of the Allottee(s) but after declaration and intimation to the Allottee(s).

- 1.11 The Promoter shall confirm to the final Carpet Area that has been allotted to the Allottee(s) after the construction of the Building is complete and the partial completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Payable Amount payable for the Unit 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(s) within 45 days with interest computed at Interest Rate from the date of receipt of such excess amount from the Allottee(s). If there is any increase in the Carpet Area which is not more than three percent of the Carpet Area of the Unit, allotted to the Allottee(s), the Promoter may demand the additional consideration, charges, taxes, etc. from the Allottee(s) with the next milestone of the Payment Plan. All these monetary adjustments shall be made in the Total Payable Amount in proportion to increase/decrease in area of the Unit.

- 1.12 Subject to clause 8, the Promoter agrees and acknowledges that after registration of Conveyance Deed of the Unit, the Allottee(s) shall have the right to the Unit as mentioned below:

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


Authorised Signatory

- (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the Common Areas and Facilities of the Project. Since the share/ interest of Allottee(s) in the Common Areas and Facilities of the Project is indivisible and cannot be divided or separated, the Allottee(s) shall use the Common Areas and Facilities of the Project along with other occupants and maintenance staff, etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the Common Areas and Facilities of the Project to the Residents' Association after duly obtaining the completion certificate of the Project from the competent authority as provided in the Act.
 - (iii) That the computation of the price of the Unit includes recovery of price of land, construction of, not only the Unit but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Project.
 - (iv) The Allottee(s) has the right to visit the Project site to assess the extent of development of the Building/Project and the Unit with prior appointment. However, the Allottee(s) is aware that he/she shall take due care and proper safety measures while visiting the site as construction activities are in full swing and the Promoter shall not in any way be held responsible for any mishappening caused to/with Allottee(s) while using the Site.
- 1.13 The Promoter has earmarked ____ parking space of the Allottee(s) at _____ and has also assigned parking space no. _____ to the Allottee(s) for proper management and utilization of parking area of the Project and map of earmarked parking space has been annexed herewith as **Annexure- V**.
- 1.14 The Allottee(s) agrees and understands that except as expressly provided in Para Q hereinabove; the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with Applicable Laws.
- 1.15 The Promoter will construct a club house consisting of spa, steam, salon, squash court, billiards room, library, T.V. Lounge, Sports Hall, Card Room etc ("**Club House**"). The said Club House shall be treated as part of Common Areas and Common Facilities of the Project. However, the Promoter shall remain the absolute

owner of gymnasium (more particularly detailed in _____ attached hereto and hereinafter referred to as "GYM"), which shall be treated as an independent unit and the Promoter shall be entitled to deal with same in any manner it may deem fit, including sale, lease, rent, etc. of the GYM to any party and the Promoter shall be entitled to all revenue generated from GYM. Promoter shall upon formation of Residents' Association, handover the Club House to the Residents' Association. It is also understood by the Allottee(s) that the membership of the Club House is contingent upon Allottee(s) ownership of the Unit. Further, Residents' Association shall maintain and run the Club House, except GYM, and separately charge for all facilities to be utilized by the Allottee(s) or occupier of the Unit. The Allottee(s) will be free to avail the facilities of said GYM by making separate payments to the concerned entity.

- 1.16 The Allottee(s) hereby agrees and acknowledges that the Promoter shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.
- 1.17 The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the Unit to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues. If the Promoter fails to pay all or any of the outgoing/ dues collected by it from the Allottee(s) before transferring the Unit to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the Unit, to pay such outgoing/ dues 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 therefore by such authority or person.
- 1.18 That the Project shall always be known as "Trimurty's Ariana" and the name of the Project shall not be changed except with the consent of the Promoter.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of _____ payable at _____. The receipt would be valid only after realization of the said cheque/demand draft/banker's cheque and effect of credit in account of the Promoter. However, the date of credit shall be deemed to be date of payment of installment, by the Allottee(s).

For TRIMURTY LANDCON


 Authorised Signatory

3. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

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

4. 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 as extended as per the Applicable Laws and towards handing over the Unit to the Allottee(s) and the Common Areas and Facilities of the Project to the Residents' Association. Similarly, timely payment of Total Payable Amount as mentioned in this Agreement shall be the essence of this Agreement.

5. CONSTRUCTION/DEVELOPMENT OF THE PROJECT

The Allottee(s) has seen, understood the layout Plans, specifications, amenities and facilities of the Unit and accepted the floor plan, Payment Plan as annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project/Building in accordance with the approved plans specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by the such plans and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in the Approved Plans, other than in the manner provided under the Act and the procedure agreed under clause 1.9 hereinabove, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

6. CONVEYANCE AND POSSESSION OF SAID UNIT:

6.1 Schedule for possession of the Unit – The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee(s) and the Common Areas and Facilities of the Project to the Residents' Association, is the essence of the Agreement. Similarly, the Allottee(s) understands that the timely payment of Total Payable Amount of the Unit and other amounts in accordance with this Agreement is the essence of this Agreement. Therefore, subject to timely payment of Total Payable Amount and other amounts by the Allottee(s) as per this Agreement, the Promoter assures to handover possession of the Unit in the Building on or before _____. However, the complete


 Authorised Signatory

Project along with the Common Areas and Facilities of Project with all specifications, amenities and facilities shall be developed and handed over to the Residents' Association on or before _____, unless there is delay or failure due to **Force Majeure**. If, however, the completion of Building/Project is delayed due to the force majeure then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit/Common Areas and Facilities of the Project and the Promoter shall not be liable to pay any penalty/interest/compensation during such force majeure, provided that such force majeure are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to construct the Building due to force majeure, which shall be assessed by the Promoter, the Promoter shall, inform the Allottee(s) about such impossibility along with notice of termination of the allotment and upon termination of this Agreement, the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee(s) with interest (computed at the Interest Rate) within forty-five (45) days from the date on which termination became effective. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

6.2 Procedure for execution of Conveyance Deed of the Unit and taking possession-

The Promoter, upon obtaining the partial completion certificate/occupancy certificate from the competent authority in respect of the Building, shall *vide* offer letter ("**Offer Letter**") (i) invite Allottee(s) (along-with details of outstanding dues and stamp duty, registration charges and other incidental charges to be paid by the Allottee(s) to the Promoter as per this Agreement before hand) to execute and register Conveyance Deed of the Unit; and (ii) offer the possession of the Unit. The Promoter shall, subject to receipt of Total Payable Amount in respect of the Unit, and such other charges as mentioned under the Agreement from the Allottee(s), shall execute and register a Conveyance Deed/sale deed/ sub lease deed and convey the title of the Unit together with proportionate indivisible share in common areas of the Project and also handover possession of the Unit within three (3) months from the date of issuance of the partial completion certificate/occupancy certificate by the competent authority in respect of the Building. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter which the Promoter is liable to comply/carry out as per the Applicable Laws provided such failure is not on account of reasons beyond the control of Promoter and/or on account of any default/delay on the part of the Allottee(s). The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1998 and Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the

For TRIMURTY LANDCON


Authorised Signatory

competent authority. The Promoter shall not be responsible for any damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on "*as is where is basis*". The Promoter shall not be held responsible in any manner for any future mishaps like fire, earthquake, flood etc. OR any accident caused due to any of machineries installed like electrical equipment, and transformer, etc.

6.3 Handing Over of Common Areas and Documents: After obtaining the occupancy certificate and handing over physical possession of the Unit to the Allottee(s), it shall be the responsibility of the Promoter to handover the necessary documents and plans, including common areas upon the completion of Project, to the Residents' Association, in accordance with Applicable Law.

6.4 Cancellation by Allottee(s)- The Allottee(s) shall have the right to cancel/withdraw his allotment of the Unit as provided in the Act:

Provided that in case the Allottee(s) cancels/withdraws his allotment of the Unit without any fault/default of the Promoter, the Promoter shall be entitled to forfeit the Earnest Amount, brokerage paid by the Promoter in respect of Unit, any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit and all other penalties and interest liabilities of any nature whatsoever in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount shall be returned by the Promoter to the Applicant(s) without any interest after the sale of Unit to a new allottee/buyer, from the amounts realised from the such new allottee/buyer.

6.5 Compensation: The Promoter shall compensate the Allottee(s) in case of any actual loss, caused to the Allottee(s) due to defective title of the Project Land, on which the Project is being developed, in the manner as provided under the Act and the claim for the interest and compensation under this clause shall not be barred by limitation provided under any law for the time being in force.

6.6 The Allottee(s) shall be liable to pay from the date of issuance of the Offer Letter, house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the Carpet Area of Unit. If the Promoter has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter within 15 days from the date of notice in this regard from the Promoter failing which the Promoter shall be entitled to interest computed at the Interest Rate for the period commencing on the date on which the

For TRIMURTY LANDCON


Authorised Signatory

Promoter paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter.

7. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter has absolute, clear and marketable title with respect to the Project Land and the requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the Project 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 Project Land or the Building, except the SBBJ (now SBI) bank loan from commercial branch Jaipur.
- (iv) There are no litigations pending before any Court of law with respect to the Project Land, Building or the Unit.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Unit 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 in compliance with the Applicable Laws in relation to the Project, Unit and Common Areas and Facilities of the Project.
- (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(s) 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 or arrangement with any person or party with respect to the Project Land, including the Building and the Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Unit to the Allottee(s) in the manner contemplated in this Agreement.
- (ix) At the time of execution of the Conveyance Deed of the Unit the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s).
- (x) The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Project Land.
- (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 Project to the competent authorities till completion certificate has been issued and possession of the Unit along with Common Area and Facilities of the Project (equipped

For TRIMURTY LANDCON


Authorized Signatory

with all specifications, amenities and facilities) has been handed over to the Allottee(s) and Residents' Association respectively.

- (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 property has been received by or served upon the Promoter in respect of the Project Land and/or the Project.
- (xiii) The Promoter shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right under this Agreement and/or in the Unit, in any way and Promoter shall issue the payment receipts in favour of the Allottee(s) only.

8. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 8.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events, namely:-
 - (i) The Promoter fails to provide ready to move in possession of the Unit to the Allottee(s), without any default on the part of the Allottee(s), within the time period specified in clause 6.1 above in this Agreement or fail to complete the Project within the stipulated time disclosed (as extended as per the Act) at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit 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 a partial completion certificate for Building, 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 or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.
- 8.2 In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled, subject to the condition that there is no default on the part of the Allottee(s) to the following:-
 - (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
 - (ii) The Allottee(s) 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(s) under any head whatsoever towards the purchase of the Unit, along with interest calculated at Interest Rate within forty-five (45) days of receiving the termination notice:


Authorized Signatory

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest calculated at Interest Rate for the period of delay till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee(s) within forty-five (45) days of it becoming due.

- 8.3 The Allottee(s) shall be considered having committed a default, on the occurrence of any one or more of the following events:
- (i) failure on the part of the Allottee(s) to make payment of any installment within 15 days from date of demand by the Promoter, despite having been issued notice in that regard;
 - (ii) delay/default by Allottee(s) under Clause 8.3 (i) above continues for a period beyond 30 days after notice from the Promoter in this regard;
 - (iii) after the issuance of Offer Letter as per Clause 6.2 failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due including interest, if applicable, under this Agreement within the period mentioned in the Offer Letter;
 - (iv) after the issuance of Offer Letter as per Clause 6.2 the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Promoter under this Agreement, in execution and registration of Conveyance Deed of the Unit and/or taking possession of Unit within the period mentioned in Offer Letter;
 - (v) breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
 - (vi) violation of any of the Applicable Laws on the part of the Allottee(s).
- 8.4 The Promoter's rights/remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned in Clause 8.3 above shall be as follows:
- (i) Upon occurrence of event of default mentioned in Clause 8.3(i) the Allottee(s) shall be liable to pay interest on the overdue amounts computed at the Interest Rate for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;
 - (ii) Upon occurrence of event of default mentioned in Clause 8.3(ii) the Promoter may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;
 - (iii) Upon occurrence of event of default mentioned in Clause 8.3(iii), (iv), (v) and (vi), the Promoter shall have the option to terminate this Agreement as mentioned in Clause 8.4 (ii); Further in case of event of default under Clause

8.3(iii), till the time Promoter exercises the option to terminate this Agreement it shall be entitled to (a) recover interest as per Clause 8.4 (i) and (b) recover maintenance charges from the date of issuance of Offer Letter and (c) recover holding/ safeguarding charges @ Rs.20,000/- per month on the Total Payable Amount of the Unit; and (d) taxes mentioned in Clause 6.6; (e) withhold registration of the Conveyance Deed of the Unit in favour of the Allottee(s) and to refuse possession of Unit to the Allottee(s) till payment of amounts mentioned Clause 8.3(iii) and Allottee(s) hereby authorizes the Promoter for the same.

(iv) The rights and remedies of the Promoter under this Clause shall be in addition to other rights and remedies available to the Promoter under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without interest shall not be deemed to be a waiver by the Promoter of its right of charging such interest or of the other rights mentioned in this Agreement.

8.5 Upon termination of this Agreement by the Promoter as mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit. The Promoter shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever and the Promoter shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest after the sale of Unit to a new allottee/buyer, from the amounts realised from the such new allottee/buyer:

- (i) The Earnest Amount;
- (ii) Brokerage paid by the Promoter in respect of Unit;
- (iii) Any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit;
- (iv) The interest paid/payable by the Allottee(s) to the Promoter as per Clause 8.4(i) and/or 8.4 (iii), if applicable;

8.6 Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate compliant/proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules /Regulations.

9. MAINTENANCE:

9.1 That until the handover of the Common Areas and Facilities of the Project to the Residents' Association in accordance with the Act, the Promoter shall maintain the Common Areas and Facilities of the Project at actual cost plus 10%,.

For **TRIMURTY LANDCON**

Page 20 of 39


Authorised Signatory

however, one month maintenance charges from the date of occupancy certificate has been included in Total Payable Amount of Unit as mentioned in Part-I of Schedule C hereto.

That a Residents' Association of allottees of Apartments in the Project shall be formed with the main object to take over the responsibility of maintenance/management of Common Area and Facilities of Project and with such other object or purpose and in such manner and to such extent as the Promoter and or Residents' Association may decide from time to time keeping in view the best interest of the allottees of apartments in the Project. The allottees of all the Apartments of Project shall become the members of the Residents' Association. The Allottee(s) agrees and undertakes to abide by and comply with bye-laws and rules and regulation of such Residents' Association. Until the formation of the Residents' Association under the Applicable Laws, the Promoter itself or through maintenance agency shall maintain the Common Areas and Facilities of the Project and common areas and facilities of the Building and shall have all the rights and authorities of the Residents' Association, in addition to the rights expressly mentioned herein, to enable proper maintenance of the Common Areas and Common Facilities of Project. The Promoter shall handover the management/maintenance of the Common Areas and Facilities of the Project upon formation of the Residents' Association under the Applicable Laws to the Residents' Association, and thereafter Residents' Association shall be solely responsible for maintenance of the Common Areas and Facilities of the Project

- 9.2 The Promoter shall transfer the IFMD to the Residents' Association without any interest at the time of takeover of Common Areas and Common Facilities of the Project by the Resident's Association.
- 9.3 The Allottee(s) shall not raise any objection, if any changes or modifications are made in the draft bye-laws of Residents' Association as may be required by the Registrar of societies or other competent authority as the occasion may demand. After the handover of Common Areas and Facilities of the Project to Residents' Association as per the Act, it shall be the sole responsibility of the Residents' Association, to run and maintain the Common Areas and Facilities of Project and to determine from time to time the rate and amount of combined expenses and outgoings for the Common Areas and Facilities of Project recoverable proportionately from the Allottee(s) and from all other parties and the Allottee(s) agrees that he shall be liable to pay the said combined expenses and outgoings and other dues to the Residents' Association, from time to time & regularly.

For TRIMURTY LANDCON


Authorized Signatory

- 9.4 That the Promoter shall provide a single point metering system for the Project, which is being provided by JVVNL, and according to which electric connection / supply shall be provided by Promoter through prepaid/postpaid meter and proportionate security deposit will be borne and paid by the Allottee(s). The Allottee(s) shall be required to get the meter to avail electricity facility for his Unit. However, if the Allottee(s) fails or is unable or delays to get his meter, the electricity would automatically get disconnected and the Allottee(s) shall be held solely responsible for the same. The Allottee(s) shall pay the charges of the electrical meter, to the Promoter until formation of Residents 'Association and upon formation of Residents 'Association, to the Residents 'Association, computed at the actual prevailing rate based on actual power to be consumed by the Allottee(s) subject to minimum charges calculated on the basis of electricity / power load of the Allottee(s) along with proportionate common electric charges according to the area occupied by the allottee(s). In case of any differences in electricity billing units recorded in meter of the Promoter and aggregate/cumulative/total billing units of all buyers and occupants recorded in their sub-meters, the difference billing amount shall be proportionately divided among all buyer and occupants of the Project and shall be paid by them in proportion to the area owned by them or occupied by them.
- 9.5 The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Facilities of the Project shall be subject to timely payment of total maintenance charges and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified under this Agreement as well as by the Residents' Association from time to time.
- 9.6 The Allottee(s) shall be liable to pay proportionate common electric charges and water charges for the Building/ Project from the date of offer of possession in proportion to the area owned by them or occupied by them.
- 9.7 Allottee(s) shall be bound by all the terms and conditions of bye- laws, maintenance agreement and any other agreement entered by the Residents' Association and any decisions taken by the Resident's Association as per its bye-laws.

10. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five (5) years by the Allottee(s) from the date of

For **TRIMURTY LANDCON**

Page 22 of 39


Authorized Signatory

handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty (30) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, in case any damage to the Unit is caused by the Allottee(s) and/or any reasonable wear and tear and/or any damage caused due to Force Majeure shall not be covered under defect liability period.

11. INDEMNIFICATION

- 11.1 The Allottee(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Agreement and/or (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoter and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in Clause 19 and/or (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement as per Clause 19 and/or (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).
- 11.2 The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.
- 11.3 The indemnification rights of the Promoter under this Clause shall be in addition to any other rights and remedies available to the Promoter under Applicable Laws, equity and this Agreement.

12. SPECIFIC PERFORMANCE

The Parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this

For TRIMURTY LANDCON

Page 23 of 39


Authorized Signatory

Agreement and therefore that, without prejudice to any and all other rights and remedies the Promoter may have, the Promoter shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Promoter may have under law or in equity or pursuant hereto.

13. RIGHT TO ENTER THE UNIT FOR REPAIRS:

The Promoter / Residents' Association shall have right of unrestricted access of all Common Areas and Facilities, parking spaces of the Project, for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Residents' Association to enter into the Unit 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(s) and service areas: The basement and service areas, if any, as located within the Building/Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per Approved Plans. The Allottee(s) 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 Residents' Association for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:

- (i) The Allottee(s) shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit, and keep the Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable condition and repair and maintain the same in a fit and proper condition and

For TRIMURTY LANDCON

Page 24 of 39

Authorised Signatory

ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- (ii) The Allottee(s) shall not be entitled to let, sublet, transfer, assign or part with his rights or interest under this Agreement to any person without prior written permission of Promoter and until all his dues payable with respect to the Unit are paid and the Allottee(s) has not been guilty of breach or non observance of any of the terms and conditions of this Agreement , In case of such transfer, the Allottee(s) shall be solely responsible for all the cost and expenses, including, stamp duty and registration charges, etc. in respect of such transfer.
- (iii) The Allottee(s) shall be solely responsible for taking insurance of the Unit and the goods in the Unit at its own cost and expenses.
- (iv) The Allottee(s) further undertakes, assures and guarantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material, windows, grill, etc. on the façade of the Building/ Project or anywhere on the exterior of the Project, buildings therein or common areas. The Allottee(s) shall also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design.
- (v) Further the Allottee(s) shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the building. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- (vi) That all fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the Promoter / Residents' Association and nowhere else. The non-observance of the provisions of this clause shall entitle the Promoter or Residents' Association, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
- (vii) The Allottee(s) recognizes that the Unit is being serviced by the Residents' Association and that any external agency would be detrimental to the interest of the Unit's/ Project's maintenance and upkeep. However, the Resident's Association shall be entitled to appoint any maintenance agency/company for the maintenance of the Project.
- (viii) The Allottee(s) agrees to abide by and comply with the bye-laws or housing rules or such rules which may be issued from time to time by the Residents' Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Project.
- (ix) The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony/ lawns /roof-top/ terrace under his/her/its use.
- (x) It is in the interest of the Allottee(s), to help the Residents' Association in effectively keeping the Unit and/or the Project secured in all ways, For the

- purpose of security, the Resident's Association would be free to restrict and regulate the entry of visitors into the Building/ Project and buildings therein.
- (xi) The Allottee(s) shall not use the Unit for any purpose other than as set out under this Agreement nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Project or for any illegal or immoral purpose.
 - (xii) Allottee(s) shall not throw dirt, rubbish, rags, garbage, water, etc. or permit the same to be thrown from the Unit in the compound or any portion of the Project Land and the Building in which the Unit is situated.
 - (xiii) Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Unit and the Building/ Project in which the Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the Building/ Project and/or the Unit.
 - (xiv) Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. or other structures in the Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
 - (xv) The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Residents's Association and/or maintenance agency appointed by the Residents's Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
 - (xvi) Interior Works in the Unit:-That if the Allottee(s) intends to carry out the interior adaptations and interior works in the Unit he shall seek prior permission of the Promoter /Residents' Association and the Promoter /Residents' Association may permit the same subject to appropriate conditions.
 - (xvii) That the Allottee(s) hereby declares that he/she has gone through all the documents related to the ownership and possession of Promoter's title to the Project Land and has expressly understood the contents, terms and conditions of the same and after being fully satisfied has entered into this agreement.
 - (xviii) It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of Unit/Building shall be applicable to and enforceable against any and all occupants, tenants, licenses and /or subsequent allottee(s)/ assignees / nominees / endorsers / family members of the Allottee(s), as the said obligations go along the Unit for all intents and purposes irrespective of the fact whether the entry of such occupants, tenants, licensees and /or subsequent allottee(s)/ assignees / nominees / endorsers / family members of the Allottee(s) in the Unit is permissive or hostile.
 - (xix) The Promoter has disclosed and Allottee(s) hereby acknowledges that terraces immediately above certain flats (as detailed in **annexure –VI** attached hereto), having same area as that of respective flat, which are located on the top floor of

the buildings/blocks in the Project, have been designated as Limited Common Areas and Facilities for such flats.

- (xx) That the Allottee(s) understands and agrees that the competent authorities may value the Unit at the rate fixed by competent authority and for the purpose of calculation of stamp duty the competent authority may add proportionate area of common areas and facilities of the Project with the Unit and for this limited purpose the super built up area of the Unit may be calculated @_____ sq. ft.

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

The Parties are entering into this Agreement for the allotment of Unit 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 anywhere in the Project after the building plan, layout plans, sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

Without affecting the rights and interest of the Allottee(s) in respect of the Unit under this Agreement, in case the Promoter raises finance, loan from any financial institution/Bank by way of mortgage/ charge securitization of receivables or in any other mode or manner by charge/mortgage of the Building/Project, such mortgage shall be subject to the condition that the rights and interest of the Allottee(s) in respect of the Unit under this Agreement shall not be affected and the Allottee(s) shall be entitled to take loan from any bank/financial institution for purchase of the Unit and the Unit shall be free from all encumbrances at the time of registration of Conveyance Deed of the Unit. For the purpose of the same, the Promoter shall provide NOCs etc. as may be required by the Allottee(s).

19. BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within four months (4) from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned

For **TRIMURTY LANDCON**

Page 27 of 39


Authorised Signatory

Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within four months 4 from the date of its receipt by the Allottee(s) 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(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), Promoter shall have the option to cancel the allotment of the Allottee and if so chosen by the Promoter, Earnest Amount deposited by the Allottee shall be forfeited. The Allottee(s) shall be liable to pay all the cost incurred by the Promoter in respect of application and allotment of Unit to the Allottee(s), including preparation of this Agreement, postal cost, advocate fees, etc.

20. ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexures, 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 Unit.

21. RIGHT TO AMEND:

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

22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES:

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit and the Building/Project shall equally be applicable to and enforceable against and by any subsequent allottee of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

23. BROKERAGE:

In case the Allottee(s) has to pay any commission or brokerage to any person or services rendered by such person to the Allottee(s) whether in or outside India for acquiring the Unit for the Allottee(s), the Promoter shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Promoter for the Unit.

For **TRIMURTY LANDCON**

Authorised Signatory

24. REFUND OF AMOUNTS PAID DURING DEVELOPMENT

The Promoter shall be solely entitled to refund of all amounts paid by the Promoter to various authorities in respect of the Project.

25. WAIVER NOT A LIMITATION TO ENFORCE:

- 25.1 The Promoter may, at least on its sole option and discretion, without prejudice to its rights as said out in this Agreement, expressly waive the breach by the Allottee(s) in not making payments as per the payment plan **Schedule C** including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.
- 25.2 Failure on 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. Accordingly, any waiver by any party shall be in writing.

26. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Project, the same shall be the proportion which the Carpet Area of the Unit bears to the total Carpet Area of all the Apartments in the Project, as the case may be.

28. FURTHER ASSURANCES:

For **TRIMURTY LANDCON**


Authorised Signatory

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.

29. PLACE OF EXECUTION:

The execution of this Agreement shall be completed 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(s), after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution, this Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at 601, Geeta Enclave, Vinobha marg, C-Scheme, Jaipur.

30. NOTICES:

All the notices referred to in this Agreement shall be in writing and shall be deemed to be properly given and served on the party to whom such notice is to be given if sent either by registered A.D. post or speed A.D, E-mail/ Fax under certificate to the Party at their respective addresses specified below :-

M/s Trimurty Landcon	Allottee(s)
601, Geeta Enclave, Vinobha marg, C-Scheme, Jaipur Email. support@trimurty.com	

It shall be the duty of the Parties to inform each other of any changes subsequent to the execution of this Agreement in the above address by registered/ speed 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(s), as the case may be.

31. JOINT ALLOTTEE:

That in case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee(s) whose name appears first and at the address given by
For **TRIMURTY LANDCON**


Authorized Signatory

him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).

32. SAVINGS:

Any application, letter, allotment letter or any other document signed by the Allottee(s) in respect of the Unit prior to execution and registration of this Agreement for Unit shall not be construed to limit the right and interests of the Allottee(s) or the Promoter under this Agreement, under the Act, rules or regulations made thereunder.

33. 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 laws of India for the time being in force.

34. DISPUTES:

- a) All or any disputes arising out of or touching upon or in relation to the terms of this Agreement/allotment letter or its termination including the interpretation and validity thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions between the Parties, failing which, the dispute shall be referred to Arbitration . The arbitration proceedings shall be governed by the provisions of Arbitration and Conciliation Act, 1996 with all modifications for the time being in force. The place of Arbitration shall be at Jaipur
- b) Subject to clause 34 (a), the disputes shall be settled in the manner as provided under the Act.
- c) In case of non-compliance of any obligation cast upon the Promoter or the Allottee(s), as the case may be, under the Act or rules and regulations made thereunder or this Agreement, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act.

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

For TRIMURTY LANDCON


Authorised Signatory

Page 31 of 39

Signed and delivered by the within named Promoter in the presence of witnesses at

..... on

PROMOTER
For and on behalf of M/s Trimurty Landcon
Name
Signature
Designation

WITNESSES
1- Signature
Name
Address
2- Signature
Name
Address

SCHEDULE-A
(Description of Project Land)

Name of Revenue village and Tehsil	Khasra No.	Area (in meters)
Sector- 30 near SKIT, Ramanagria, Jagatpura, Jaipur	211,212,213	11,500 sq. mtrs.

2. The piece and parcel of the plot of land in site is bounded on the: -

In North: Other Land

In South: JDA approved scheme

In East: Road 80ft wide

In West: Other Land

And measuring (Average Width and Average Depth)

North to South: 65'00" mtrs. wide

East to West : 176'92" mtrs. deep

For **TRIMURTY LANDCON**


Authorised Signatory

3. Latitude/ Longitude of the end points of the Project

In North: 26°49'53.80"N, 75°51'56.66"E

In South: 26°49'51.61"N, 75°51'56.50"E

In East: 26°49'52.81"N, 75°51'59.41"E

In West: 26°49'52.47"N, 75°51'53.29"E

4. Other details of the location of the Project: Near SKIT college on 80ft. wide road in Sector 30, Ramnagar, Jagatpura, Jaipur, Rajasthan, India.

5. Location Map:



SCHEDULE-B

Part-I

(Details of salient features of Project)

- (i) Certified green building.
- (ii) Maintenance proposed to be done by professional company.
- (iii) Grand entrance lobbies.
- (iv) Central DTH connection.
- (v) Landscaped open area with setting places, pedestrian pathways.
- (vi) Facility for servant & driver with in the campus.
- (vii) Community terraces.
- (viii) 11 games and play facility with the complex.

PROPERTY LANDCON

Page 33 of 39

[Signature]
Authorised Signatory

SCHEDULE-B**Part-II**

(Description of Unit)

- (i) Building No./Block No. _____;
- (ii) Apartment No. _____;
- (iii) Floor No. _____ of the Building;
- (iv) Carpet Area _____ sq. ft. and exclusive balcony area of _____ sq. ft.;
- (v) Built Up Area _____ sq. ft.

SCHEDULE- C

(Payment Schedule)

A. Construction linked payment plan

Stage of development works and completion of Unit	Percentage of the Basic Sale Consideration	Installment Amount in Rs.	Period within which the Installment is to be paid by the Allottee
At the time of Booking	10%		7 days
On casting of Basement Slab	10%		7 days
On casting of Stilt Floor Slab	10%		7 days
On casting of First Floor Slab	10%		7 days
On Completion of Second Floor Slab	10%		7 days
On casting of Fourth Floor Slab	7.5%		7 days
On casting of Sixth floor Slab	7.5%		7 days
On casting of Eighth Floor Slab	7.5%		7 days
On casting of Tenth Floor Slab	7.5%		7 days
On casting of twelfth Floor Slab	5%		7 days
Brick Work within the Unit	5%		7 days
Flooring work within the Unit	5%		7 days
Possession Notice	5%		7 days

B. Down Payment Plan

Payment Milestone	Percentage of the payable amount
At the time of Booking	10%
Within 45 days of Booking	85%
Possession Notice	5%

SCHEDULE-D

(Details of common areas, facilities and amenities of the Project)

1. Common Areas
 - (i). Corridors
 - (ii). Staircase
 - (iii). Lift
 - (iv). Lifts lobby
 - (v). Entrance lobby
 - (vi). Terrace
2. Facilities and Amenities
 - (i). Gym and Health Club (to be commercially operated through a franchise in which outsiders will be allowed to use the facilities by taking membership)
 - (ii). Swimming pool and toddler pool
 - (iii). Earmarked limited common terrace
 - (iv). Multipurpose hall
 - (v). TV lounge
 - (vi). Landscape garden
 - (vii). Multi-purpose play court
 - (viii). Kids play area
 - (ix). Community hall, space for service company society office.
 - (x). Fountain and Water bodies
 - (xi). DTH provisions for satellite TV
 - (xii). Indoor games room

For TRIMURTY LANDCON


 Authorised Signatory

SCHEDULE- E

(Detailed Plan of Development Works to be undertaken)

1. Civil Work
2. Walling/plaster
3. Plumbing and Sanitary Work
4. Flooring
5. Electrical Work
6. Fire fighting work
7. Renewable energy
8. Club House

SCHEDULE- F

(Details of external development work for the Project)

1. Outer development (Plantation drive way etc.)
2. Boundary wall
3. Entrance gate
4. Any other work which may have to be executed in the periphery of, or outside a project for its benefit, as may be provided under the local laws.

SCHEDULE- G

(Details of specification of material used in construction)

All ISI products/standard products shall be used in construction.

SCHEDULE- H

(Stage Wise Time Schedule of Completion of Project)

Sr. No.	Stage	Date by which the works are to be completed	Details of work to be completed
1.	Completion of Structure of the Building		
2.	Completion of development works (internal/external development works). Completion of internal works of the Building like plastering, plumbing, electrification, tiling,		

For **TRIMURTY LANDCON**

 Authorized Signatory

3.	fixation of fittings and white wash Provision of civic infrastructure like water, electricity, sanitation Finishing		

SCHEDULE-I

(Details of floor plan of the Unit and Building)

SCHEDULE-J

(Specifications, facilities, amenities which are part of the Unit which shall be in conformity with the advertisement, brochure etc. circulated by the promoter at the time of booking of the Apartments in the Project)

1. Living/Dining/Passage
 - (i). Floor-Premium vitrified tiles
 - (ii). Walls and Ceiling-Low VoC emulsion paint on POP punning
2. Bedrooms
 - (i). Floor- Laminated wooden flooring in Master bedroom and Premium vitrified tiles in other bedrooms
 - (ii). Walls and Ceiling- Premium Low VoC emulsion paint on POP punning
3. Kitchen
 - (i). Cabinet- premium modular kitchen with overhead cabinets, shelf hob and chimney
 - (ii). Floor- anti-skid tiles
 - (iii). Walls and Ceiling-Tiles up to 2ft above counter and low Voc emulsion paint in balance area
 - (iv). Fittings/Fixtures-CP fittings, SS sink, exhaust fan
4. Toilets
 - (i). Floor- anti-skid tiles
 - (ii). Walls- Combination of tiles, low VoC Emulsion paint and mirror
 - (iii). Ceiling- Low VoC emulsion paint

- (iv). Counter-Granite
- (v). Fixtures/Accessories- Glass shower- partition in master toilet (7 ft Ht.) Exhaust fan
- 5. Balcony
 - (i). Floor-Ceramic tiles
 - (ii). Ceiling- Exterior Paint
- 6. Power back up
 - (i). Power back up for common facilities, inverter provision inside the apartments
- 7. Windows/External glazing
 - (i). Sound proof single glass unit with tinted/clear glass with powder coated aluminium/UPVC
 - (ii). Frames in habitable rooms and aluminium frames with frosted glass in all toilets
- 8. Electrical fixings/ fittings
 - (i). Modular switches of standard make, copper wiring and ceiling light fixtures in balconies
 - (ii). Fire retardant low smoke wires and cables
- 9. Security system
 - (i). Boom barrier at gate
 - (ii). Secured gated with access control at tower and at basement lift lobby entry
 - (iii). CCTV in driveway, parking in basements, ground floor and basement entrance lobbies and basement lift lobbies and inside the car of elevators
 - (iv). One intercom point in each apartment plus at entrance and service areas
 - (v). Panic switch inside the apartment
- 10. Lift Lobby
 - (i). Lifts- Passenger and service elevators
 - (ii). Lift lobby floor- Combination of granite/marbles/ tiles
 - (iii). Lift lobby walls: Vitrified tiles
- 11. Sanitary ware/CP fittings
 - (i). Single lever CP fittings, wash basin, floor mounted
 - (ii). Wall hung- WC of Kohler/Parryware of equivalent make
- 12. Staircases
 - (i). Floor- Marble/Kota stone
 - (ii). Walls: Low Voc paint

For **TRIMURTY LANDCON**


Authorised Signatory

13. Plumbing

CPVC and UPVC piping for water supply inside the toilet and kitchen and vertical down takes

14. Fire Fighting system

As per NBC norms

Annexure- I

Copy of Authorization

Annexure- II

(Copies of Advertisements, Brochure and Prospectus with regard to specifications, facilities, amenities, internal/external development works etc. circulated by the Promoter at time of booking of Units in the Project)

Annexure-III

Site Layout Plan of the Project

Annexure-IV

Layout Plan of the Unit

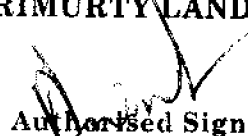
Annexure- V

Earmarked Parking for Allottee(s)

Annexure- VI

(Earmarked limited Common Terrace area)

for **TRIMURTYLANDCON**


Authorized Signatory