

**AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE (“AGREEMENT”) EXECUTED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, YEAR TWO THOUSAND TWENTY-TWO, (\_\_\_\_\_/\_\_\_\_\_/2022), AT BANGALORE

**:BY:**

**M/s. SPL HOUSING PROJECTS PRIVATE LIMITED** a Company, incorporated under the provisions of the Companies Act 1956 , having its Registered Office at : Lakshmi Neela Rite Choice Chamber, New No.9, Bazullah Road, T.Nagar, Chennai - 600 017 and Corporate Office at : No. 31, 2nd Main Road, T.Chowdaiah Road, Sadashivanagar, Bengaluru – 560080 (PAN : .....), represented by its Authorised Signatory \_\_\_\_\_

“**SELLER/PROMOTER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assignees) **OF THE ONE PART.**

**:IN FAVOUR OF:**

**THE PERSON/S NAMED IN PART-A OF ANNEXURE-4 HERETO**, hereinafter referred to as the ‘**ALLOTTEE/S**, (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns) **OF THE OTHER PART.**

The **PROMOTER** and **ALLOTTEE/S** shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

**DEFINITIONS:**

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

- (a) “**Act**” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) “**Appropriate Government**” means the State Government of Karnataka;
- (c) “**Rules**” means the Karnataka Real Estate (Regulation and Development) Rules, 2017.
- (d) “**Regulations**” means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- (e) “**Section**” means a section of the Act.
- (f) “**Booking Amount**” shall mean 9.9% of the total consideration payable towards the purchase of the Schedule ‘B’ Property, notwithstanding any initial/actual amount paid by the **ALLOTTEE/S** towards the consideration.
- (g) “**Interest**” means the rate of interest payable by the **PROMOTER** and Builder or the **ALLOTTEE/S**, as the case may be in terms of this Agreement which is to be calculated at prevailing interest rate of State Bank of India highest Marginal Cost of Lending Rate (MCLR) plus 2% or such other rate of interest as specified by the State Government from time to time.

- (h) ‘**Force Majeure**’ shall mean any event or circumstance or a combination of events and circumstances, which affects the performance of an obligation and is beyond the reasonable control of the affected Part

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and includes without limitation), subject to satisfaction of either of the aforesaid conditions, the following events and/or circumstances:

- (i) war, (whether declared or undeclared), invasion, armed conflict or
- (ii) act of foreign enemy in each case involving or affecting India;
- (iii) revolution, riot, insurrection or other civil commotion, act of terrorism or (iii) strikes, industrial disputes and/or lockouts directly of construction and/or interrupting supplies and services to
- (iv) any delay in grant of, denial of or variation of any approval recompletion of the Project by any Governmental Authority for reasons other than primarily attributable to the Parties;
- (v) change in governmental policy, Applicable Laws, or regulations directly affecting the Project, including but not limited to expropriation or compulsory acquisition by any Governmental Authority;
- (vi) acts of God or events beyond the reasonable control of the affected Party which could not reasonably have been expected, including any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, landslide, subsidence, flood, storm, cyclone, epidemics, pandemic or plagues or any other similar effect;
- (vii) any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Parties in any proceedings to comply with any Applicable Law or on account of breach thereof;

**WITNESSETH AS FOLLOWS:**

**WHEREAS:**

A. The PROMOTER acquired/purchased the 373 Plots in terms of Sale deed dated \_\_\_\_\_ registered as Document No \_\_\_\_\_, Book-I, stored in CD No. \_\_\_\_\_ in the office of sub-registrar office, Bangalore in the residential layout known as 'Golden Ira' (hereinafter referred as "**Project**") developed in residentially converted lands measuring 20 Acres 14 Guntas comprised in Sy.Nos. 45/2, 45/3, 45/4, 46, 45/5, 45/7, 47, 72, 73 of Siddenayakanahalli Village, an extent of 15 Acres 37 Guntas comprised in Sy.Nos. 69/1, 69/2, 75,76, 77, 78 of Muthur Village and an extent of 12 Acres 11 Guntas comprised in Sy.Nos.126, 137, 138/1, 138/2 of Raghunathapura Village, Kasaba Hobli, Doddaballapura Taluk, Bangalore Rural District, totally measuring 48 Acres 22 Guntas.

B. The above Schedule 'A' Property are converted for non-agricultural residential purposes by order of the Deputy Commissioner, Bangalore Rural District, under the provisions of the applicable law and the details of the conversion orders are provided below.

| Sl. No. | Village            | Survey Number | Area in |        | Conversion Orders                      |
|---------|--------------------|---------------|---------|--------|--|
|         |                    |               | Acre    | Guntas |  |
| 1       | Siddenayakanahalli | 45/2          | 2       | 5      | ALN(DO)SR-39/2007-08<br>Dt:05/09/09    |
| 2       |                    | 45/3          | 1       | 2      | ALN(DE.K)SR- 50/2011-12<br>Dt:26/09/13 |
| 3       |                    | 45/4          | 1       | 18     | ALN(DE.K)SR- 50/2011-12<br>Dt:26/09/13 |
| 4       |                    | 45/5          | 2       | 23     | ALN(DO)SR-19/2003-04<br>Dt:27/12/04    |
| 5       |                    | 45/7          | 0       | 21     | ALN(DE.K)CR- 42/2011-12<br>Dt:23/09/13 |

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|    |                |                       |           |           |  |
|----|----------------|-----------------------|-----------|-----------|--|
| 6  |                | 46                    | 2         | 10        | ALN(DE.K)SR- 50/2011-12<br>Dt:26/09/13   |
| 7  |                | 47                    | 5         | 15        | ALN(DO)SR-39/2007- 08<br>Dt:05/09/09     |
| 8  |                | 72                    | 4         | 0         | ALN(DO)SR: 21/2003-04 Dt:<br>27/12/04    |
| 9  |                | 73                    | 1         | 0         | ALN(DO)SR-39/2007- 08<br>Dtd:05/09/09    |
| 10 | <b>Muthuru</b> | 69/1                  | 3         | 6         | ALN(DO) SR.17/2003-04, Dt.<br>17/01/05   |
| 11 |                | 69/2                  | 2         | 35        | ALN(DO) SR.17/2003-04, Dt.<br>17/01/05   |
| 12 |                | 75                    | 3         | 0         | ALN(DE.K) CR.56/2011-12,<br>Dt. 23/09/13 |
| 13 |                | 76                    | 2         | 36        | ALN(DE.K) SR.41/2011-12, Dt.<br>08/10/13 |
| 14 |                | 77                    | 3         | 0         | ALN(DE.K) CR.52/2011-12,<br>Dt. 23/09/13 |
| 15 |                | 78                    | 1         | 0         | ALN(DO) SR.20/2003-04,<br>Dt. 27/12/2004 |
| 16 |                | <b>Raghunathapura</b> | 126       | 6         | 7  |
| 17 | 137            |                       | 2         | 9         | ALN(DO)SR-84/2005- 06<br>Dt:28/01/08     |
| 18 | 138/1          |                       | 1         | 28        | ALN(DO)SR-84/2005- 06<br>Dt:28/01/08     |
| 19 | 138/2          |                       | 2         | 7         | ALN(DO)SR-84/2005- 06<br>Dt:28/01/08     |
|    | <b>TOTAL</b>   |                       | <b>48</b> | <b>22</b> |  |

A. The previous land owners i.e. Bhagyalakshmi Homes LLP and Abdul Rafeeq, the landowner of sy.no.69/1 of muttur village as part of the Plan sanction process had executed following Relinquishment Deeds.

- a. Relinquishment Deed dated 15/03/2015 in favour Bashattihalli Gram Panchayath registered as Document No.DBP-1-683/2015-16, stored in CD.No.DBPD 365, at the office of the Sub-Registrar, Doddaballapura, Bangalore Rural District, Doddaballapura Taluk on 20-04-2015.
- b. Relinquishment Deed dated 15/03/2015 in favour Doddaballapur Town Municipal registered as Document No.DBP-1-682/2015-16, stored in CD.No.DBPD 365, at the office of the Sub-Registrar, Doddaballapura, Bangalore Rural District Doddaballapura Taluk on 20-04-2015.

B. The Promoter and Abdul Rafeeq had obtained a layout sanction plan for an extent of 48 Acres 22 Guntas  
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from Bangalore International Airport Area Planning Authority (BIAAPA) with 513 sites in terms of the Sanction Plan vide No. BIAAPA/TP1/LAO/12/2014-15, Dated 27/04/2015. The BIAAPA had issued a Released order for 205 plots (40%) for registration of Sale deeds.

- C. The PROMOTER has obtained registration of the Project from the Real Estate Regulatory Authority (RERA) vide Registration No. .... dated .....
- D. The ALLOTTEE/S herein after due verification and scrutiny, being satisfied with the title of the PROMOTER to Schedule 'A' Property and sanctions obtained by previous landowners is/are interested in owning a Residential Plot, which is morefully described in **Schedule 'B' Property** hereunder and hereinafter referred to as "**Plot**" in the Project and Layout Plan of the Plot is annexed hereto and marked as **ANNEXURE-3** to this Agreement.
- E. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- F. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- G. 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;
- H. 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 Plot as specified in para 8;

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

**1. TERMS OF AGREEMENT FOR SALE**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the PROMOTER agrees to sell to the ALLOTTEE/S and the ALLOTTEE/S hereby agrees to purchase the Plot as specified in Para-H.
- 1.2 The Total Consideration (Total Price) payable under this Agreement is the aggregate of monies payable under **PART-C OF ANNEXURE-4** (except stamp duty and registration fees, GST).
- 1.3 The Total Price 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 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 imposed by the competent authorities, the PROMOTER shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the ALLOTTEE/S, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the ALLOTTEE/S.

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- 1.4 The ALLOTTEE/S shall make the payment as per the payment plan set out in **PART-C OF ANNEXURE-4** ("Payment Plan").
- 1.5 The PROMOTER may allow, in its sole discretion, a rebate for early payments of instalments payable by the ALLOTTEE/S, by discounting such early payments at the rates as shall be decided by the PROMOTER from time to time for the period by which the respective instalment is advanced. The provision for allowing the rebate and such rate of rebate shall be subject to revision/withdrawal, without giving any notice, at the sole discretion of the PROMOTER. Provided, however, where the provision of rebate has been allowed and monies have been paid by the ALLOTTEE/S to the PROMOTER, such rebate shall not be subject to any revision/withdrawal.
- 1.6 It is agreed that the PROMOTER shall not make any additions and alterations in the sanctioned plans, layout plans (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Plot, as the case may be, without the previous written consent of the ALLOTTEE/S as per the provisions of the Act. However, if any additions or alterations are required to be made by the Sanctioning Authority or any other appropriate Statutory Authority, the same will be made without any previous consent of the ALLOTTEE/S as mentioned above. Provided that the PROMOTER may make such minor additions or alterations as may be required by the ALLOTTEE/S, or such minor changes or alterations as per the provisions of the Act.
- 1.7 Subject to Para 9.3 the PROMOTER agrees and acknowledges, the ALLOTTEE/S shall have the right to the Plot as mentioned below:
- (i) The ALLOTTEE/S shall have exclusive ownership of the Plot;
  - (ii) That the computation of the price of the Plot includes recovery of price of land, infrastructure charges and cost for providing all other specifications, amenities and facilities as per Plan Sanction of the Project;
  - (iii) The ALLOTTEE/S has the right to visit the project site to assess the extent of development of the project and his/her/their plot, as the case may be.
- 1.8 It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the ALLOTTEE/S. It is clarified that Project's specifications, amenities and facilities (which is annexed hereto and marked as **ANNEXURE-2** to this Agreement) shall be available only for use and enjoyment of the ALLOTTEE/S of the Project.
- 1.9 The PROMOTER agrees to pay all outgoings before transferring the physical possession of the Plot to the ALLOTTEE/S, which it has collected from the ALLOTTEE/S, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the PROMOTER fails to pay all or any of the outgoings collected by it from the ALLOTTEE/S or any liability, mortgage loan and interest thereon before transferring the Plot to the ALLOTTEE/S, the PROMOTER agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

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- 1.10 The ALLOTTEE/S has/have paid the booking amount as part payment towards the Total Price of the Plot (as detailed in PART-C OF ANNEXURE-4) at the time of application the receipt of which the PROMOTER hereby acknowledges and the ALLOTTEE/S hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan [PART-C OF ANNEXURE -4] as may be demanded by the PROMOTER within the time and in the manner specified therein:

Provided that if the ALLOTTEE/S delays in making payment towards any amount for which is payable; he/she/they shall be liable to pay interest at the rate specified in the Rules.

**1.11 PAYMENT OF APPLICABLE TAXES AND OTHER CHARGES:**

That in addition to payments stipulated in PART-C of ANNEXURE-4 of referred to above, the ALLOTTEE/S shall pay all the applicable taxes, cess, levies, GST and charges, whether direct or indirect, and other charges detailed in ANNEXURE-1 attached hereto which shall be paid as and when demanded by the PROMOTER in terms stated therein.

**2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the PROMOTER abiding by the development milestones, the ALLOTTEE/S shall make all payments, on written demand by the PROMOTER, within the stipulated time as mentioned in the Payment Plan [PART-C OF ANNEXURE-4 & ANNEXURE-1] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of PROMOTER.

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

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

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

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

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

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**5. TIME IS ESSENCE:**

The PROMOTER shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Plot to the ALLOTTEE/S.

**6. DEVELOPMENT OF THE PROJECT/ PLOT:**

The ALLOTTEE/S has seen the proposed layout plan, specifications, amenities and facilities of Plot and accepted the proposed layout plan, payment plan and the specifications, amenities and facilities which has been approved by the competent authority, as represented by the PROMOTER. The PROMOTER shall develop the Project in accordance with the said proposed layout plans, and specifications, amenities and facilities. Subject to the terms in this Agreement, the PROMOTER undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws and provisions prescribed by the BDA and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the PROMOTER shall constitute a material breach of the Agreement. However, if any additions or alterations are required to be made by the Sanctioning Authority or any other appropriate Statutory Authority, the same will be made and shall not constitute material breach of the agreement.

**7. POSSESSION OF THE PLOT:**

**7.1 SCHEDULE FOR POSSESSION OF THE SAID PLOT-**

The PROMOTER agrees and understands that timely delivery of possession of the Plot to the ALLOTTEE/S is the essence of the Agreement. The PROMOTER assures to hand over possession of the Plot at the time of registration of Deed of Sale with respect to the Plot, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the ALLOTTEE/S agrees that the PROMOTER shall be entitled to the extension of time for delivery of possession of the Plot, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The ALLOTTEE/S agrees and confirms that, in the event it becomes impossible for the PROMOTER to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the PROMOTER shall refund to the ALLOTTEE/S the entire amount received by the PROMOTER from the allotment within 45 days from that date. The PROMOTER shall intimate the ALLOTTEE/S about such termination at least thirty days prior to such termination. 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 OWNERS/ PROMOTER and that the PROMOTER shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 PROCEDURE FOR TAKING POSSESSION** - The PROMOTER, has obtained the Release Order from the competent authority. The ALLOTTEE/S, along with taking the possession, agree(s) to pay the maintenance charges as determined by the PROMOTER. The PROMOTER shall hand over the copy of Release Order of the plot to the ALLOTTEE/S at the time of conveyance of the same.

**7.3 FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF PLOT** - The ALLOTTEE/S shall take possession of the Plot from the PROMOTER by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the PROMOTER shall give possession of the Plot to the ALLOTTEE/S. In case the ALLOTTEE/S fails to take possession, such ALLOTTEE/S shall continue to be liable to pay maintenance charges.

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7.4 **POSSESSION BY THE ALLOTTEE/S** - After obtaining the Release Order and handing over physical possession of the Plot to the ALLOTTEE/S, it shall be the responsibility of the PROMOTER to hand over the necessary documents and plans, as the case may be, as per the local laws.

7.5 **CANCELLATION BY ALLOTTEE/S** – The ALLOTTEE/S shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the ALLOTTEE/S proposes to cancel/withdraw from the project without any fault of the PROMOTER, the PROMOTER herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the ALLOTTEE/S shall be returned by the PROMOTER to the ALLOTTEE/S within 45 days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the PROMOTER fails to complete or is unable to give possession of the Plot (i) in accordance with the terms of this Agreement, duly completed; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the PROMOTER shall be liable, on demand to the ALLOTTEE/S, in case the ALLOTTEE/S wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within Forty Five days of it becoming due. Provided that where if the ALLOTTEE/S does not intend to withdraw from the Project, the PROMOTER shall pay the ALLOTTEE/S interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Plot, which shall be paid by the PROMOTER to the ALLOTTEE/S within Forty-Five (45) days of it becoming due.

**8. 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 said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The PROMOTER has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project.
- (iv) It shall be the responsibility of the PROMOTER to settle the pending Litigations in respect of the Schedule 'A' Property;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Plot are valid and subsisting and have been obtained by following due process of law. Further, the PROMOTER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land and Plot;
- (vi) The PROMOTER has the right to enter into this Agreement and has not committed or omitted to

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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 / arrangement with any person or party with respect to the said Land, including the Project and the said Plot 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 said Plot to the ALLOTTEE/S in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the PROMOTER shall handover lawful, vacant, peaceful, physical possession of the Plot to the ALLOTTEE/S;
- (x) The Schedule 'A' Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule 'A' Property;
- (xi) The PROMOTER has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the Release Letter has been issued and possession of plot, as the case may be, has been handed over to the ALLOTTEE/S and the association of ALLOTTEE/S or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the PROMOTER in respect of the said Land and/or the Project.

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

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

- (i) PROMOTER fails to provide ready to move in possession of the Plot to the ALLOTTEE/S within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Plot shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which Release Order has been issued by the competent authority;
- (ii) Discontinuance of the PROMOTER's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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9.2 In case of Default by PROMOTER under the conditions listed above, ALLOTTEE/S is entitled to the following:

- (i) Stop making further payments to PROMOTER as demanded by the PROMOTER. If the ALLOTTEE/S stops making payments, the PROMOTER shall correct the situation by completing the 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 Plot, along with interest at the rate prescribed in the Rules within Forty Five days of receiving the termination notice:

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 at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Plot, which shall be paid by the PROMOTER to the ALLOTTEE/S within Forty-Five days of it becoming due.

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

- (i) In case the ALLOTTEE/S fails to make payments for 2(Two) consecutive months demands made by the PROMOTER as per the Payment Plan annexed hereto, despite having been issued notice in that regard the ALLOTTEE/S shall be liable to pay interest calculated at prevailing interest rate for unpaid amount at the prevailing State Bank of India highest marginal cost of lending rate plus 2 (Two)percent to the PROMOTER on the unpaid amount or such other rate of interest as specified by the State Government from time to time as per RERA at the rate prescribed in the Rules;
- (j) In case of Default by ALLOTTEE/S under the condition listed above continues for a period beyond 2 (Two) consecutive months after notice from the PROMOTER in this regard, the PROMOTER may cancel the allotment of the Plot, in favour of the ALLOTTEE/S and refund the money paid to him by the ALLOTTEE/S by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the PROMOTER shall intimate the ALLOTTEE/S about such termination at least thirty days prior to such termination.

#### **10. CONVEYANCE OF THE SAID PLOT:**

The PROMOTER, on receipt of Total Price of the Plot as Per Clause 1.2 under the Agreement from the ALLOTTEE/S, shall execute a conveyance deed and convey the title of the Plot within 3 months from the date of issuance of the Release Order and the completion certificate, as the case may be, to the ALLOTTEE/S. [Provided that, in the absence of local law, the conveyance deed in favour of the ALLOTTEE/S shall be carried out by the PROMOTER within 3 months from the date of issue of Release Order]. However, in case the ALLOTTEE/S fails to deposit the stamp duty and / or registration charges within the period mentioned in the notice, the ALLOTTEE/S authorized the PROMOTER to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the PROMOTER is made by the ALLOTTEE/S.

**For SPL Housing Projects Private Limited**

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PROMOTER**

**ALLOTTEE/S**

**11. MAINTENANCE OF THE SAID PLOT/PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees upon the issuance of the Release Order of the project whichever is earlier.

**12. DEFECT LIABILITY:**

It is agreed that in case any 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 5 (five) years by the ALLOTTEE from the date of handing over possession, it shall be the duty of the PROMOTER to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved ALLOTTEES shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**13. RIGHT TO ENTER THE PLOT FOR REPAIRS/MAINTENANCE:**

The PROMOTER /maintenance agency /association of ALLOTTEE/S shall have rights of unrestricted access to enter into the Plot or any part thereof, for providing necessary maintenance services after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**14. USAGE:**

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

**15. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:**

15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Plot at his/her own cost, in good condition and shall not do or suffer to be done anything in or to the Plot, common passages, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Plot and keep the Plot, its sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. anywhere on the exterior of the Project or Common Areas. Further the Allottee shall not store any hazardous or combustible goods in the Plot.

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

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16 **ASSIGNMENT:**

- a. In the event of ALLOTTEE/S seeking to assign this Agreement and/or the Agreement at any time in favour of any third-party, the PROMOTER shall be entitled to charge an assignment fee of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** per square feet on every assignment of the Agreement. The PROMOTER may grant such sanction, provided at the time of such assignment, the ALLOTTEE/S has/have paid 40% of all amounts mentioned in this Agreement (and all other writings and Deeds that may be executed here with), in respect of the said Plot. It is also made clear that the ALLOTTEE/S will not be able to assign his/her/their rights in portions i.e., the ALLOTTEE/S will have to either assign all his/her/their rights under this Agreement or otherwise shall not be entitled to assign his/her/their rights at all. Further, in the event of such assignment, the PROMOTER shall not be liable to pay any compensation/damages payable by the PROMOTER under any of the terms and/or conditions of this Agreement. However, the Transfer/Assignment Fee shall not be applicable in case of the transfer in favour of 'RELATIVE' of ALLOTTEE/S as defined under the IT Act.
- b) In addition to above, the PROMOTER consent (if granted) to dispose, transfer or sale by way of assignment of the said Plot to a third party shall be inter alia subject to the ALLOTTEE/S:-
- i. settling all charges outstanding and payable to the PROMOTER all other payments mentioned in this Agreement and other overdue interest (if any);
  - ii. Causing the new Allottee/s to execute Assignment Deeds or fresh Sale Agreement/Deeds with the PROMOTER (as per the format of the PROMOTER). And the transferee shall undertake to be bound by the terms of this Agreement.

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

The parties are entering into this Agreement for the allotment of a Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

18. **ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

19. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

20. **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 the Payment Plan within 30 (thirty) days from the date of receipt by the ALLOTTEE/S and secondly, appears for registration of the same before the concerned Sub-Registrar at Bangalore as and when intimated by the PROMOTER. If the ALLOTTEE/S fails to execute and deliver to the PROMOTER this Agreement within 30 (thirty) days from the date of its receipt by the ALLOTTEE/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, application of

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the ALLOTTEE/S shall be treated as cancelled and all sums deposited by the ALLOTTEE/S in connection therewith including the booking amount shall be returned to the ALLOTTEE/S without any interest or compensation whatsoever.

**21. ENTIRE AGREEMENT:**

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

**22. RIGHT TO AMEND:**

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

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

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

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

24.1 The PROMOTER may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the ALLOTTEE/S in not making payments as per the Payment Plan [PART-C OF ANNEXURE-4] including waiving 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/S shall not be construed to be a precedent and /or binding on the PROMOTER to exercise such discretion in the case of other ALLOTTEE/S.

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

**25. SEVERABILITY:**

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

**26. 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 ALLOTTEE/S in Project, the same shall be the proportion to which the Plot area of the Plot in the Project.

**For SPL Housing Projects Private Limited**

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**27 CLUB HOUSE :**

The PROMOTER constructs a club house in the proposed development. The ALLOTTEE/S agree to pay the necessary club house charges to the PROMOTER.

**28 FURTHER ASSURANCES:**

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

**29. PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the PROMOTER through its authorized signatory at the PROMOTER's Office, or at some other place, which may be mutually agreed between the PROMOTER and the ALLOTTEE/S, after the Agreement is duly executed by the ALLOTTEE/S and the PROMOTER or simultaneously with the execution the said Agreement. Hence, this Agreement shall be deemed to have been executed at Bangalore.

**30. NOTICES:**

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

- a) **ALLOTTEE/S NAME AND ADDRESS** (as detailed in **PART A OF ANNEXURE-4**)
- b) **PROMOTER NAME AND ADDRESS:**

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

**31 JOINT ALLOTTEE/S:**

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

**32 SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the ALLOTTEE/S, in respect of the plot or, as the case may be, prior to the execution and registration of this Agreement for Sale for such plot or as the case may be, shall not be constructed to limit the rights and interest of the ALLOTTEE/S under the Agreement of Sale or under the Act or the rules or the 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 Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

**34 DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this

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Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

**35 CUSTODY:**

This Agreement is prepared in Duplicate. The original of this Agreement shall be with the ALLOTTEE/S and duplicate/photocopy thereof with the PROMOTER.

**SCHEDULE 'A' PROPERTY**  
**(Description of entire Property)**

All that piece and parcel of the converted lands measuring 20 Acres 14 Guntas comprised in Sy.Nos. 45/2, 45/3, 45/4, 46, 45/5, 45/7, 47, 72, 73 of Siddenayakanahalli Village, an extent of 15 Acres 37 Guntas comprised in Sy.Nos. 69/1, 69/2, 75,76, 77, 78 of Muthur Village and an extent of 12 Acres 11 Guntas comprised in Sy.Nos.126, 137, 138/1, 138/2 of Raghunathapura Village, Kasaba Hobli, Doddaballapura Taluk, Bangalore Rural District, totally measuring 48 Acres 22 Guntas and approved by BIAAPA vide No. BIAAPA/TP1/LAO/12/2014-15, Dated 27/04/2015 and named as "Shriram Pristine Estates" and bounded on the:

East By : Neighbors' land  
West By : State Highway (SH-9)  
North By : Neighbors' land  
South By : Neighbors' land

**SCHEDULE 'B' PROPERTY**  
**(PLOT AGREED TO BE SOLD MOREFULLY DESCRIBED/DETAILED UNDER**  
**PART-B OF ANNEXURE-4)**

**ANNEXURE-1**

**STATUTORY AND OTHER CHARGES [TO BE PAID AS PER DEMAND ALONG WITH THE RESPECTIVE INSTALLMENTS TOWARDS SALE PRICE]:**

|    |  |  |
|----|--|--|
| A) | Maintenance Charges @<br>Rs...../- per Sq. ft. per month for<br>Two Years (..... Months)<br>(exclusive of GST) |  |
| B) | BWSSB/BESCOM Sewage<br>Connection  |  |
| C) | Co-ordination fee towards<br>applying and ensuring the process<br>for obtaining Khata                          |  |

**IMPORTANT:** The amount mentioned above do not carry any interest, GST and/or any other taxes or levies as may be imposed by the Government to be paid along with the respective instalment at applicable rate on demand.

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**ANNEXURE-2**  
**SPECIFICATIONS, AMENITIES AND FACILITIES**

| Sl.No      | Description of Work  | Details / Specifications |
|------------|--|--------------------------|
| I          | <b>Infrastructure Specifications</b>                                       |                          |
| 1          | Entrance Arch and Entrance & Exit Gates.                                   |                          |
| 2          | <b>Internal Roads:</b>   |                          |
|            |  |                          |
| 3          | Storm water Drains   |                          |
| 4          | Water Supply lines   |                          |
| 5          | Sewage lines   |                          |
| 6          | Parks and Open Spaces & CA - Civic Amenities                               |                          |
| 7          | Pathways   |                          |
| 8          | Electric lines   |                          |
|            |  |                          |
|            | Facilities & Amenities (will be provided in Park & Open space area and CA) |                          |
| <b>II</b>  | <b>FACILITIES:-</b>  |                          |
| a          | Elevated Water Tank (EWT)  |                          |
| b          | STP  |                          |
| c          | BESCOM / Transformer   |                          |
| <b>III</b> | <b>AMENITIES:-</b>   |                          |
| a          |  |                          |
| b          |  |                          |

**ANNEXURE-3**  
**LAYOUT PLAN OF THE SCHEDULE B PLOT**

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

**For SPL Housing Projects Private Limited**

**Authorised Signatory  
PROMOTER**

**ALLOTTEE/S**

Authorized Signatory  
**PROMOTER**

**ALLOTTEE/S**

**WITNESSES:**

|   |   |   |   |
|---|---|---|---|
| 1 | Signature: _____<br>Name: _____<br>Address: _____ | 2 | Signature: _____<br>Name: _____<br>Address: _____ |
|---|---|---|---|

**ANNEXURE-4**

Details of the Allottee/s

Housiey.com

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PROMOTER**

**ALLOTTEE/S**