



सत्यमेव जयते

## **INDIA NON JUDICIAL**

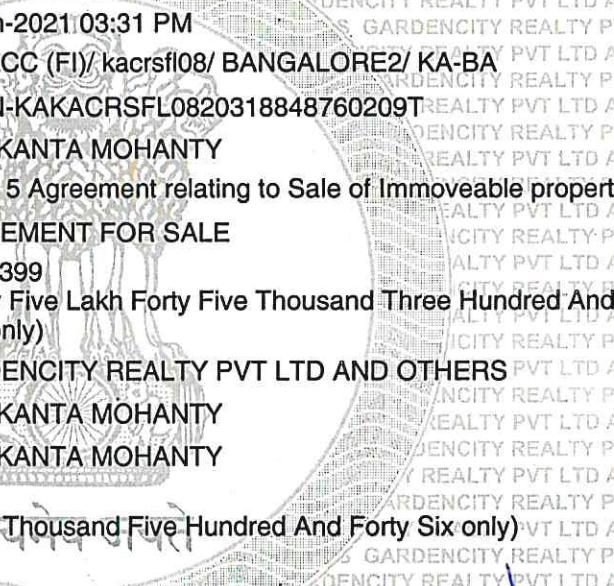
01.12.04



## **Government of Karnataka**

Rs. 4,546

e-Stamp

<b>Certificate No.</b>	IN-KA17920792651541T
<b>Certificate Issued Date</b>	12-Jan-2021 03:31 PM
<b>Account Reference</b>	NONACC (FI)/ kacrsl08/ BANGALORE2/ KA-BA
<b>Unique Doc. Reference</b>	SUBIN-KAKACRSFL0820318848760209T
<b>Purchased by</b>	RISHIKANTA MOHANTY
<b>Description of Document</b>	Article 5 Agreement relating to Sale of Immoveable property
<b>Description</b>	AGREEMENT FOR SALE
<b>Consideration Price (Rs.)</b>	45,45,399 (Forty Five Lakh Forty Five Thousand Three Hundred And Ninety Nine only)
<b>First Party</b>	GARDENCITY REALTY PVT LTD AND OTHERS
<b>Second Party</b>	RISHIKANTA MOHANTY
<b>Stamp Duty Paid By</b>	RISHIKANTA MOHANTY
<b>Stamp Duty Amount(Rs.)</b>	4,546 (Four Thousand Five Hundred And Forty Six only)
 <b>Authorised Signatory</b> <b>Ksheeradhara Credit Co-Op. Society</b> <b>Malleshwaram, Bangalore - 560 003</b>	
	

Please write or type below this line  
**: AGREEMENT FOR SALE :**

THIS AGREEMENT FOR SALE ("AGREEMENT") IS MADE AND EXECUTED ON THIS THE 12 DAY OF JAN  
TWO THOUSAND TWENTY ONE (12/01/2021) AT BENGALURU:

For M/s. SPL Towers Pvt Ltd

Amelia

Authorised Signatory

GPA Holder for Owner N

For M/s. SPL Towers Private Limited

Journal

#### PROMOTED

For M/s SPI Towers Pvt Ltd

Murali

**Authorised Signatory**

For M/s. SBI Taiwan Pvt. Ltd.

Munshi

**Authorised Signatory**

(GPA Holder for SPL)

Rishikanta Mohanty  
ALLOTEE/S

**Statutory Alert:**

- Statutory Alert:**

  1. The authenticity of this Stamp certificate should be verified at '[www.shcilestamp.com](http://www.shcilestamp.com)' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
  2. The onus of checking the legitimacy is on the users of the certificate.
  3. In case of any discrepancy please inform the Competent Authority.



### AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("AGREEMENT") EXECUTED THIS THE 12 DAY OF Jan, YEAR TWO THOUSAND Twenty One, (12/01/2021), AT BANGALORE:

#### :BY AND BETWEEN:

1. M/s. GARDENCITY REALTY PRIVATE LIMITED, A Company incorporated under the Companies Act, 1956, Having its Registered Office at No. 5AC-510, HRBR Layout, 2<sup>nd</sup> Block, Kalyan Nagar, Outer Ring Road, Bangalore – 560 043, hereinafter called as "OWNER NO.1".
2. M/s. GARDEN CITY HOMES, A Partnership firm, registered under the Indian Partnership Act, having its office at 5AC-510, HRBR Layout, 2<sup>nd</sup> Block, Kalyan Nagar, Outer Ring Road, Bangalore – 560 043, hereinafter called as "OWNER NO.2".  
The OWNER No.1 and OWNER No.2 are hereinafter collectively referred to as 'OWNERS'
3. M/s. SHRIRAM PROPERTIES LTD., A Company incorporated under 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, 2<sup>nd</sup> Main Road, T.Chowdaiah Road, Sadashivanagar, Bengaluru- 560080, hereinafter called as "SPL/AGREEMENT HOLDER".

The OWNER NO.1, OWNER NO.2 and SPL are represented by their General Power of Attorney Holder: M/s.SPL TOWERS PRIVATE LIMITED, Having its Office at: No.31, 2<sup>nd</sup> Main Road, T.Chowdaiah Road, Sadashivanagar, Bengaluru- 560080, vide General Power of Attorney dated 20/02/2020, registered as Document No.BNS-4-00083-2020-21, Stored in CD No.BNSD1041, Book IV, in the office of the Sub-Registrar, Banashankari, Bangalore and represented by its Authorized Signatory Murali Durgappa (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees); of the FIRST PART;

#### :AND:

M/s.SPL TOWERS PRIVATE LIMITED, A Company incorporated under the Companies Act, 2013, Having its Office at No.31, 2<sup>nd</sup> Main Road, T.Chowdaiah Road, Sadashivanagar, Bengaluru- 560080, Represented by its Authorized Signatory Murali Durgappa hereinafter called the "PROMOTER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees); of the SECOND PART

#### :AND:

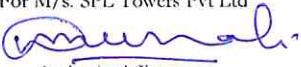
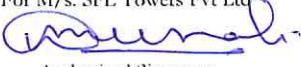
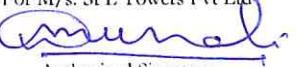
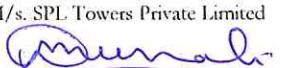
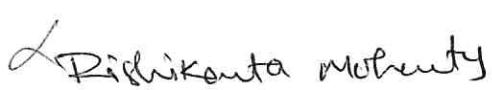
THE PERSON/S NAMED IN PART-A OF ANNEXURE-5 HERETO, hereinafter referred to as the "ALLOTEE/S" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, legal representatives, administrators, executors and permitted assigns etc.) of the THIRD PART;

The OWNERS, SPL, PROMOTER and ALLOTEE/S shall hereinafter collectively be referred to as the "Parties" and individually as a "Party" and the term ALLOTEE/S shall be read singular for single person and the plural for more than one person, as the case may be.

#### 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;

For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.1)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.2)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for SPL)
For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER		ALLOTEE/S

- (f) "Booking Amount" shall mean 9.95% of the total consideration payable towards the purchase of the Schedule 'B' Property and Scl. 'C' Apartment, notwithstanding any initial/actual amount paid by the ALLOTTEE/S towards the consideration;
- (g) "Schedule 'A' Property" shall mean the land on which the "PROJECT" is being developed by the PROMOTER and more fully described in the Schedule 'A' hereto;
- (h) "Schedule 'B' Property" is the undivided share of the land described in Schedule 'A' corresponding to the Schedule 'B' Apartment more fully set out in the Schedule 'B' hereto;
- (h) "Schedule 'C' Apartment" is the apartment which is being constructed under the Scheme and more fully described in the Schedule 'C' hereto by the PROMOTER for the ALLOTTEE/S;
- (i) "Interest" means the rate of interest payable by the Owners and 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.
- (j) "Force Majeure" shall mean the occurrence of one or more of the following events that in any manner impedes, hinders, obstructs and/or prevents completion of the "PROJECT":-
  - i) war,
  - ii) flood,
  - iii) drought,
  - iv) fire,
  - v) cyclone
  - vi) earthquake

or any other calamity caused by nature including pandemic, epidemic and those detailed in the clause relating to events of Force Majeure.

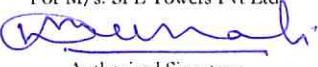
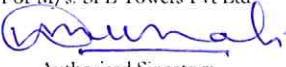
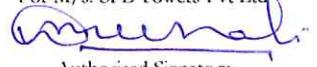
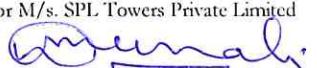
#### WITNESSETH AS FOLLOWS:

WHEREAS, the OWNER NO.1 is the full and absolute owner by title and in actual possession and enjoyment of all that converted lands bearing (i) Survey No. 90/1 admeasuring 1 Acre 22 Guntas (now Sy.No.90/1 measuring 36 guntas and Sy.No.90/6 measuring 26 guntas), (ii) Survey No.90/2 measuring 1 Acre 26 Guntas, (iii) Survey No.90/5 measuring 10 Guntas, (iv) Survey.No.121/1 measuring 30 Guntas, (v) Survey.No.121/2 measuring 01 Acre 36 Guntas, (vi)Survey No.121/2 measuring 10 Guntas, (vii) Survey No. 121/2 measuring 10 Guntas (viii) Survey.No.122/2 measuring 20 Guntas, (ix) Survey.No.122/2 measuring 26 ½ Guntas, (x) Sy.No.123/2 measuring 1 Acre 16 Guntas, (xi) Survey No.126/1 measuring 1 Acre 20 Guntas and 10 guntas kharab.

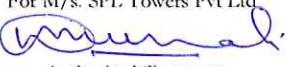
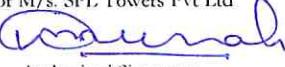
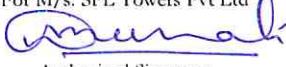
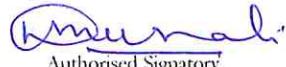
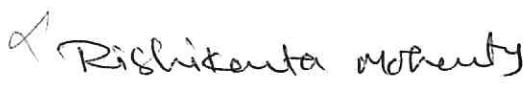
WHEREAS, the OWNER NO.2 is the full and absolute owner by title and in actual possession and enjoyment of converted land bearing Survey No. 122/2 measuring 33½ Guntas situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore.

WHEREAS, the aforesaid properties are owned by OWNER NO.1 and OWNER NO.2 totally measuring 11 Acres 20 Guntas and 10 guntas kharab, all situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, hereinafter referred to as Schedule 'A' hereunder and hereinafter referred to as **Schedule 'A' Property**.

WHEREAS, OWNER NO.1 and OWNER NO.2 have purchased the Schedule 'A' Property from several Owners under the following Sale Deeds:

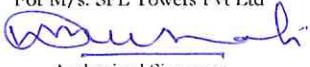
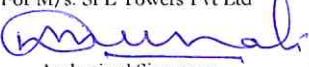
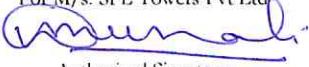
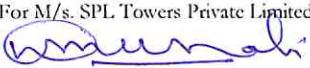
<p>For M/s. SPL Towers Pvt Ltd</p>  <p>Authorised Signatory (GPA Holder for Owner No.1)</p>	<p>For M/s. SPL Towers Pvt Ltd</p>  <p>Authorised Signatory (GPA Holder for Owner No.2)</p>	<p>For M/s. SPL Towers Pvt Ltd</p>  <p>Authorised Signatory (GPA Holder for SPL)</p>
<p>For M/s. SPL Towers Private Limited</p>  <p>Authorised Signatory PROMOTER</p>	 <p>ALLOTEE/S</p>	

- Sale Deed dated 28.02.2013 executed by Venkataswamy and others in favour of M/s. Gardencity Realty Pvt. Ltd. ("GRPL"), registered as Document No INR-1- 06643/2012-13, Book I, stored in CD No. INRD60, in the office of the Sub-Registrar, Shivajinagar, (Indiranagar), Bangalore in respect of land bearing Survey No. 90/1 admeasuring 1 Acre 22 Guntas (now Sy.No.90/1 measuring 36 guntas and Sy.No.90/6 measuring 26 guntas) situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk which is morefully described as **Item No.1** in the Schedule 'A' hereunder.
- B. Sale Deed dated 25.10.2019 executed by B.N. Shankarappa in favour of M/s. Gardencity Realty Pvt. Ltd. ("GRPL"), registered as Document No.BNS-1-12733/2019-20, Book I, stored in CD No.BNSD893, in the office of the Sub-Registrar, Shivajinagar(Banasvadi), Bangalore in respect of land bearing Survey No. 90/2 admeasuring 1 Acre 26 Guntas situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk which is morefully described as **Item No.2** in the Schedule 'A' hereunder.
- C. Sale Deed dated 10.07.2017 executed by Narayanaswamy in favour of M/s. Gardencity Realty Pvt. Ltd. ("GRPL"), registered as Document No. BNS-1- 04974/2017-18, Book I, stored in CD No. BNSD615, in the office of the Sub-Registrar, Shivajinagar(Banasvadi), Bangalore in respect of land bearing Survey No. 90/1 (now Sy.No.90/5) admeasuring 10 Guntas situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk which is morefully described as **Item No.3** in the Schedule 'A' hereunder.
- D. Sale Deed dated 18.10.2012 executed by Venkataswamy and others in favour of M/s. Gardencity Realty Pvt. Ltd. ("GRPL"), registered as Document No. INR-1- 03593/2012-13, Book I, stored in CD No. INRD46, in the office of the Sub-Registrar, Shivajinagar(Indiranagar), Bangalore in respect of land bearing Survey No. 121/1 measuring 30 Guntas situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk which is morefully described as **Item No.4** in the Schedule 'A' hereunder.
- E. Sale Deed dated 18.10.2012 executed by M/s. Corporate Leisure and Property Developments Private Limited in favour of M/s. Gardencity Realty Pvt. Ltd. ("GRPL"), registered as Document No. INR-1- 03588/2012-13, Book I, stored in CD No. INRD46, in the office of the Sub-Registrar, Shivajinagar (Indiranagar), Bangalore in respect of land bearing Survey No. 121/2 admeasuring 1 Acre 36 Guntas situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk which is morefully described as **Item No.5** in the Schedule 'A' hereunder.
- F. Sale Deed dated 18.10.2012 executed by Mr. Govindachary in favour of M/s. Gardencity Realty Pvt. Ltd. ("GRPL"), registered as Document No. INR-1- 03590/2012-13, Book I, stored in CD No. INRD46 in the office of the Sub-Registrar, Shivajinagar (Indiranagar), Bangalore, in respect of land bearing Survey No. 121/2 admeasuring 10 Guntas situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk which is morefully described as **Item No.6** in the Schedule 'A' hereunder.
- G. Sale Deed dated 27.06.2019 executed between by Prithivi Raj in favour of M/s. Gardencity Realty Pvt. Ltd. ("GRPL"), registered as Document No. BNS-1-12747/2019-20, Book I, stored in CD No.BNSD893, in the office of the Sub-Registrar, Shivajinagar(Banasvadi), Bangalore in respect of land bearing Survey No. 121/2 admeasuring 10 Guntas situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk which is morefully described as **Item No.7** in the Schedule 'A' hereunder.
- H. Sale Deed dated 09.11.2011 executed by Manjunath Reddy in favour of M/s.Gardencity Homes ("GCHP"), registered as Document No. SHV-1-01502/2011-12, Book I, stored in CD No. SHVD132, in the office of the Sub-Registrar, Shivajinagar, Bangalore, in respect of land bearing Survey No. 122/2 admeasuring 33.5 Guntas, situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk which is morefully described as **Item No.8** in the Schedule 'A' hereunder.

For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.1)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.2)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for SPL)
For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER	 ALLOTEES/S	

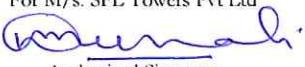
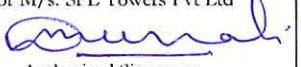
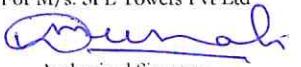
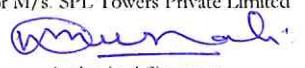
- I. Sale Deed dated 18.10.2012 executed by M/s. Corporate Leisure and Property Developments Private Limited in favour of s. Gardencity Realty Pvt. Ltd. ("GRPL"), registered as Document No. INR-1- 03586/2012-13, Book I, stored in CD No. INRD46, in the office of the Sub-Registrar, Shivajinagar (Indiranagar), Bangalore in respect of land bearing Survey No. 122/2 admeasuring 20 Guntas situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk which is morefully described as **Item No.9** in the Schedule 'A' hereunder.
- J. Sale Deed dated 18.10.2012 executed by M/s. Corporate Leisure and Property Developments Private Limited in favour of M/s. Gardencity Realty Pvt. Ltd. ("GRPL"), registered as Document No. INR-1- 03587/2012-13, Book I, stored in CD No. INRD46, in the office of the Sub-Registrar, Shivajinagar (Indiranagar), Bangalore in respect of land bearing Survey No. 122/2 admeasuring 26.5 Guntas situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk which is morefully described as **Item No.10** in the Schedule 'A' hereunder.
- K. Sale Deed dated 7.10.2005 executed by Thimmarayappa and others along with Manjunatha Reddy as 'confirming party' in favour of M/s. Gardencity Realty Pvt. Ltd. ("GRPL"), registered as Document No. KRI-1- 08219/2005-06, Book I, stored in CD No. KRID156, in the office of the Senior Sub-Registrar, K.R.Puram, Bangalore in respect of land bearing Survey No. 123/2 admeasuring 1 Acre 16 Guntas situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk which is morefully described as **Item No.11** in the Schedule 'A' hereunder.
- L. Sale Deed dated 29.06.2012 executed by T.K. Sreenivasa Setty in favour of M/s. Gardencity Realty Pvt. Ltd. ("GRPL"), registered as Document No. INR-1- 01390/2012-13, Book I, stored in CD No. INRD39, in the office of the Sub-Registrar, Shivajinagar (Indiranagar), Bangalore in respect of land bearing Survey No. 126/1 admeasuring 1 Acre 20 Guntas (excluding 10 guntas of kharab) situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk which is morefully described as **Item No.12** in the Schedule 'A' hereunder.
- M. All the aforesaid lands in Item No.1 to Item No.12 totally measuring 11 Acres 20 Guntas and 10 guntas kharab, adjoin each other and together form a compact block and are described in **Schedule 'A' Property OR Larger Property OR Composite Property**.
- N. The aforesaid properties are converted for non-agricultural residential purposes by order of the Deputy Commissioner, Bengaluru, under the provisions of the applicable law and the details of the conversion orders are provided below:

SL. No.	Survey Number	Acre	Guntas	Kharab in Guntas	Conversion Order Number	Date
1.	90/1	00	36		ALN(EBK)SR:84/12-13	28.02.2013
2.	90/6	00	26		ALN(EBK)SR:65/12-13	28.02.2013
3.	90/2	01	26		APP No.81	31.05.2019
4.	90/5	00	10		ALN(EBK)SR:44/16-19	18.04.2017
5.	121/1	00	30		ALN(EBK)SR:13/12-13	15.09.2012
6.	121/2	01	36		BDS.ALN(E)VB.SR.325/04-05	17.01.2005
		00	10		ALN(EB)SR:64/11-12	20.07.2012
		00	10		ALN(EBK)SR:02/16-17	24.05.2019
7.	122/2	00	33.50		BDS.ALN(E)VB.SR.474/04-05	30.03.2005
		00	20		BDS.ALN(E)VB.SR.94/05-06	25.10.2005
		00	26.50		BDS.ALN(E)VB.SR.93/05-06	25.10.2005

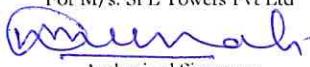
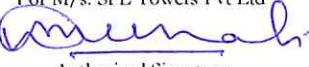
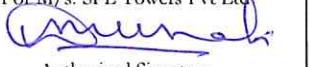
For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.1)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.2)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for SPL)
For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER		Rishikanta Mohanty ALLOTEE/S

8.	123/2	01	16		BDS.ALN(E)VB.SR.475/04-05	30.03.2005
9.	126/1	1	20	10.00	ALN(EB)SR:83/07-08 & ALN(EB)SR:83/07-08	17.02.2009 & 28.03.2014
	Total	11	20	10.00		

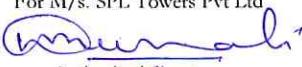
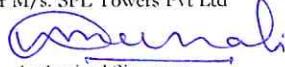
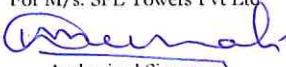
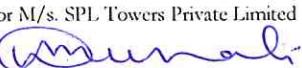
- O. M/s. Gardencity Realty Pvt. Ltd. (OWNER NO.1) entered into Agreement to Sell on 21.09.2017 in favour of Shriram Properties Limited (SPL) to purchase the land bearing Survey No.90/1 measuring 36 guntas and Sy.No.90/5 totally measuring 1 Acre 06 guntas situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk.
- P. Subsequently the OWNER NO.1, SPL and PROMOTER entered into Joint Development Agreement on 21.09.2017 with respect to land bearing Sy.No.90/1 measuring 36 guntas, Sy.No.90/6 measuring 26 guntas, Sy.No. 90/5 measuring 10 guntas, Sy.No.121/1 measuring 30 guntas in all measuring 2 Acre 22 guntas situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk.
- Q. The OWNER NO.1 and SPL have entered into Supplementary Agreement to Sell dated 26.11.2018 with respect to land (i) 01 Acre 36 Gunatas in Sy.No.121/2, (ii) 10 Gunatas in Sy.No.121/2, (iii) 33 ½ Gunatas in Sy.No.122/2, (iv) 20 Gunatas in Sy.No.122/2 (v) 26 ½ Gunatas in Sy.No.122/2, (vi) 1 Acre 16 Gunatas in Sy.No.123/2, (vii) 26 ½ Gunatas in Sy.No.123/2, (viii) 1 Acre 20 Gunatas in Sy.No.126/1, (ix) 36 Gunatas in Sy.No.90/1, (x) 26 Gunatas in Sy.No.90/6, (xi) 10 Gunatas in Sy.No.90/5, (xii) 30 Gunatas in Sy.No.121/1 in all measuring 10 Acres 10 ½ guntas situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk.
- R. **WHEREAS**, the OWNERS, SPL and PROMOTER have entered into Supplementary Agreement to Joint Development Agreement dated 26.11.2018 with respect to land (i) 01 Acre 36 Gunatas in Sy.No.121/2, (ii) 10 Gunatas in Sy.No.121/2, (iii) 33 ½ Gunatas in Sy.No.122/2, (iv) 20 Gunatas in Sy.No.122/2 (v) 26 ½ Gunatas in Sy.No.122/2, (vi) 1 Acre 16 Gunatas in Sy.No.123/2, (vii) 26 ½ Gunatas in Sy.No.123/2, (viii) 1 Acre 20 Gunatas in Sy.No.126/1, (ix) 36 Gunatas in Sy.No.90/1, (x) 26 Gunatas in Sy.No.90/6, (xi) 10 Gunatas in Sy.No.90/5, (xii) 30 Gunatas in Sy.No.121/1 in all measuring 10 Acres 10 ½ guntas situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk.
- S. **WHEREAS**, the Schedule 'A' Property is under the jurisdiction of Mandur Village Panchayath, Bangalore East Taluk having allotted New Katha No.150200401601626324 in the name of OWNERS and the OWNERS have paid upto date taxes in respect of Schedule 'A' Property.
- T. **WHEREAS**, the OWNERS have proposed to construct Residential Apartments and have obtained "Residential Development Plan" for development of the Schedule 'A' Property from the Hosakote Planning Authority bearing No.LAO/32/2018-19 on 27/11/2019 ("Development Plan") to construct Residential Apartment consisting of Building-1, Building-2 and Building-3. The Building-1 will comprise of Tower 1 to 9 consisting of total of 1272 Apartments and each Tower shall comprise of Lower Basement Floor, Upper Basement Floor, Ground Floor and Fourteen Upper Floors, Building-2 will comprise of Club House-1 having Lower Basement Floor, Upper Basement Floor, Ground Floor and Two Upper Floors and Building-3 will comprise of Club House-2 having Ground Floor and One Upper Floor, hereinafter referred to as "PROJECT".
- U. Accordingly, the OWNERS have secured/obtained Building construction Plan bearing No.CC/60/2019-20 dated 06/12/2019 (**Building Plan**) from Hosakote Planning Authority, Hosakote for construction of Apartments for the exclusive use and enjoyment of the Allottees Owners/occupants of Apartments in the Schedule 'A' Property.

For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.1)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.2)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for SPL)
For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER	 ALLOTEE/S	

- V. WHEREAS, the OWNERS, SPL and the PROMOTER have entered into Development Agreement (hereinafter referred to as ‘’) dated 20/02/2020, registered as Document No. BNS-1-02126/2020-21, Book – I, Stored in CD No. BNSD1041 in the office of Sub-Registrar, Banashankari, Bangalore and has also executed the Irrevocable General Power of Attorney (hereinafter referred to as “GPA”) dated 20/02/2020, registered as document No. BNS-4-00083-2020-21, Stored in CD No. BNSD1041 Book-IV, in the office of the Sub-Registrar, Banashankari, Bangalore for the development of Schedule ‘A’ Property into a Multistoried Residential Apartment by constructing Residential Apartment and as per the agreed other terms and conditions between the Parties that are mentioned in the DA. Further, in terms of the said DA, the PROMOTER is entitled to 90% of revenue share in the Schedule ‘A’ Property and the OWNER NO.1 and OWNER NO.2 are entitled to 5% of revenue share and SPL is entitled to 5% of revenue share from the sale of the apartments developed in the Schedule ‘A’ Property.
- W. WHEREAS, the OWNERS, SPL and PROMOTER have decided to develop the “PROJECT” in two Phases i.e., PHASE-1 and PHASE-2.
- The PHASE-1 consisting of BUILDING-1 comprising of Tower-1 to 5 (consisting of 680 flats), BUILDING -2 (Club House -1) and BUILDING – 3 (Club House -2).
  - PHASE-2 development shall consist of BUILDING-1 Tower-6 to 9 consisting of 592 flats, hereinafter referred to as PHASE-2.
- X. WHEREAS, the PROMOTER during construction of Project may secure modifications to the existing Development Plan and / or Building Plan and in such an event the development of the “PROJECT” shall be in terms of the proposed modified Plan/s. Accordingly, the ALLOTTEE/S by signing this agreement consents and authorizes the PROMOTER to obtain the aforesaid modified plan. The PROMOTER shall be entitled to register the Phase 2 of the Project under RERA and the ALLOTTEE/S by signing this agreement consents and authorizes the PROMOTER to obtain the same.
- Y. WHEREAS, in terms of the scheme of development propounded by the PROMOTER, the PROMOTER has evolved of ownership of Residential Apartments in Schedule ‘A’ Property, in terms of which any person desirous of owning an apartment in the “PROJECT” is required to construct and own or purchase the apartment and the proportionate undivided share, right, title, interest and ownership in the land in Schedule ‘A’ Property. Upon sale in the overall scheme, the entire Schedule ‘A’ Property will be jointly owned and held by the owners of the apartments through an Association and each of them having a definite undivided share in the Schedule ‘A’ Property and absolute ownership to the respective Apartments with right to use in common with others, all the common areas, amenities and facilities, within the Schedule ‘A’ Property. The scheme as described above forms the basis of sale and ownership of the Apartments in “PROJECT”.
- Z. WHEREAS, though the PROMOTER has decided to develop the Schedule ‘A’ Property in Two Phases i.e., PHASE-1 & 2 , for all purpose the entire development on the Schedule ‘A’ Property shall be considered as single PROJECT and all the common areas, amenities and facilities be provided in the Project shall be used in common by ALLOTTEE/S in the PROJECT. The Owners and PROMOTER may execute one or more Deed of Declaration and the respective ALLOTTEE/S will be governed by respective Deeds of Declarations executed in respect of the Schedule ‘A’ Property.
- AA. WHEREAS, pursuant thereto, the PROMOTER herein has presently registered Tower 1 to 5 (consisting of 680 flats) out of Tower 1 to 9 forming part of Building-1, Building -2 comprising of Club House -1' and Building- 3 comprising of Club House-2' as ‘SHIRAM WYT FIELD’, hereinafter called as PHASE-1 under the Real Estate Regulatory Authority (RERA) vide Registration No.PRM/KA/RERA/1251/446/PR/200323/003368 dated 23-03-2020 in accordance with the provisions of Section-5 of the Real Estate (Regulation and Development) Act, 2016 hereinafter referred to as “the Act”. The PHASE -2 of the “PROJECT” shall be registered under RERA at later date.

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For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER		J. Rishikanta Mohanty  ALLOTEE/S

- A. WHEREAS, in terms of the scheme of development propounded by the PROMOTER, the PROMOTER has evolved of ownership of Residential Apartments in Schedule 'A' Property, in terms of which any person desirous of owning an apartment in the "PROJECT" is required to construct and own or purchase the apartment and the proportionate undivided share, right, title, interest and ownership in the land in Schedule 'A' Property. Upon sale in the overall scheme, the entire Schedule 'A' Property will be jointly owned and held by the owners of the apartments through an Association and each of them having a definite undivided share in the Schedule 'A' Property and absolute ownership to the respective Apartments with right to use in common with others, all the common areas, amenities and facilities, within the Schedule 'A' Property. The scheme as described above forms the basis of sale and ownership of the Apartments in "PROJECT".
- CC. WHEREAS, the PROMOTER though decided to developer the Schedule 'A' Property in Two Phases i.e., PHASE-1 & 2 , but in all practical purpose the entire development on the Schedule 'A' Property shall be considered as single PROJECT and all the amenities, facility to be provided in the Project shall be used in common by ALLOTTEE/S in the PROJECT. The Owners and PROMOTER may execute one or more Deed of Declaration and the respective ALLOTTEE/S will be governed by respective Deeds of Declarations executed in respect of the Schedule 'A' Property.
- DD. WHEREAS, the PROMOTER as aforesaid will be developing the Schedule 'A' Property in two phases depending on feasibility and market conditions The OWNERS, SPL and PROMOTER have reserved their right of usage of roads and passages, amenities, facilities and other infrastructure in the Schedule 'A' Property for purposes of supporting the development and maintenance of services therein and this right is in the nature of an easement which runs as a covenant with the land in the Schedule 'A' Property.
- EE. WHEREAS, the OWNERS, SPL and the PROMOTER have represented to the ALLOTTEE/S that there may/would be changes in the Ownership of the Schedule A Property where under SPL or the Developer would acquire the Ownership of the Schedule A Property and that the PROMOTER would continue as the PROMOTER of the "PROJECT" and that the necessary documentation in this regard is in the final stage of execution and closure between OWNERS, SPL and the PROMOTER. The OWNERS, SPL and the PROMOTER further state that these changes will not have any bearing regarding the development of the "PROJECT" nor to terms and conditions of this agreement. The ALLOTTEE/S further confirm and agree to execute any Amended / Supplementary Agreement to confirm the changes contemplated above.
- FF. The ALLOTTEE/S being fully aware of the aforesaid facts have agreed to purchase under this agreement. The ALLOTTEE/S further confirm that the signing of this agreement shall be considered as an authorisation and consent given to the OWNERS, SPL and PROMOTER to make necessary application before RERA for such purpose or any other relevant authority.
- GG. The ALLOTTEE/S had/have come forward to purchase undivided interest, right and title of the OWNERS in the Schedule 'A' Property more particularly described in Schedule-'B' hereunder and hereafter referred to as **Schedule 'B' Property** (which is detailed under the **PART-B OF THE ANNEXURE-5**) and an Apartment in the PHASE -1, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas" annexed hereto and marked as ANNEXURE-3) as defined under Clause (n) of Section 2 of the Act (hereinafter referred to as the "Unit"/Apartment more particularly described in **Schedule-'C'** hereunder and hereafter referred to as **Schedule 'C' Apartment** (which is detailed under the **PART-B OF THE ANNEXURE-5**) and the Floor Plan of the Apartment is annexed hereto and marked as ANNEXURE-4 to this Agreement.
- HH. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.1)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.2)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for SPL)
For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER		 ALLOTTEE/S

- II. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notification, etc., applicable to the "PROJECT".
- JJ. 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.
- KK. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the PROMOTER hereby agrees to sell and the ALLOTTEE hereby agrees to purchase the Schedule 'B' and 'C' Apartment and the garage/covered parking (if applicable) as specified in Para-GG.

**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. AGREEMENT FOR SALE:**

- 1.1 That in pursuance of the aforesaid agreement and in consideration of the ALLOTTEE/S agreeing to participate in the scheme of development and paying the consideration stipulated for sale of Schedule 'B' Property and Schedule 'C' Apartment and all applicable taxes, charges, etc., agreed to be paid in terms of this agreement and subject to the ALLOTTEE/S complying with all the terms herein, the PROMOTER hereby agree to sell and the ALLOTTEE/S hereby agree to purchase the Property described in Schedule 'B' and 'C' herein consisting of an undivided share, right, title, interest and Ownership in the land in Schedule 'A' Property and further the PROMOTER hereby agree to construct for the ALLOTTEE/S the apartment in Schedule 'C' Apartment in terms of the scheme envisaged as above.
- 1.2 It is clarified between the parties that possession, constructive or physical, of the Schedule 'B' and 'C' Properties has/have not been transferred or delivered to the ALLOTTEE/S under this Agreement.
- 1.3 The Total Consideration payable under this Agreement is the aggregate of monies payable under ANNEXURE-1 and PART-C OF ANNEXURE-5 hereto (except stamp duty and registration fees, GST).

**2. SALE CONSIDERATION FOR SCHEDULE 'B' AND 'C' PROPERTIES:**

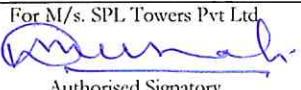
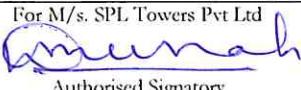
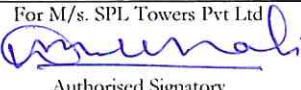
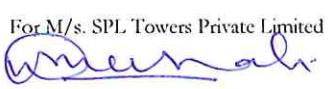
The PROMOTER shall sell and the ALLOTTEE/S shall purchase the property described in Schedule 'B' and 'C' herein for the consideration stipulated in PART-C OF ANNEXURES-5 of attached hereto with right to construct and own the apartment described in Schedule 'C' herein. The ALLOTTEE/S agree/s to pay the consideration stipulated in PART-C OF ANNEXURES-5 of in terms stated therein.

**3. PAYMENT OF APPLICABLE TAXES AND OTHER CHARGES:**

That in addition to payments stipulated in PART-C of ANNEXURES-5 of referred to above, the ALLOTTEE/S shall pay all the applicable taxes, cess, levies 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.

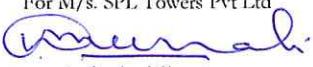
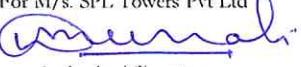
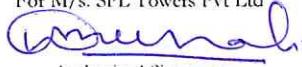
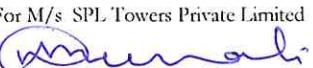
**4. PAYMENT TERMS TOWARDS SALE OF SCHEDULE 'B' PROPERTY AND SCHEDULE 'C' APARTMENT, ETC.**

- 4.1 The ALLOTTEE/S has/have paid the PROMOTER the Booking Amount as part payment and balance of the Total Price shall be payable to the PROMOTER as detailed in the PART-C OF ANNEXURE-5 and ANNEXURE-1 and payment in terms of ANNEXURE-5 is the essence of this agreement and under no circumstance there shall be delay in payment of the balance sale price and other costs. The payments under PART-C OF ANNEXURE-5 and ANNEXURE-1 shall be paid by the ALLOTTEE/S within 07 (Seven) days of PROMOTER sending a demand for payment of such instalments. Any delay in payment affects the development in the

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For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER	 Rishikanta Mohanty	ALLOTEE/S

Schedule 'A' Property and would also affect the interest of other ALLOTTEE/S who have joined the scheme of development from time to time.

- 4.2 All payments shall be made by Cheque/s or demand draft/s or wire transfer drawn in favour of PROMOTER or as directed by PROMOTER. In case any Cheque/s issued by the ALLOTTEE/S is/are dishonored for any reason in respect of the payments in PART-C OF ANNEXURE-5 and ANNEXURE-1 hereto, the ALLOTTEE/S is/are not only liable for lawful action, but also be liable to pay the charges collected by the Bank.
- 4.3 The Sale Consideration of Schedule 'B' Property and Schedule 'C' Apartment and other amounts are fixed by the Parties hereto by mutual consent and/or negotiations and the ALLOTTEE/S shall have no right to renegotiate any of the amounts fixed under this agreement. The Total Price is escalation-free, save and except increases which the ALLOTTEE/S hereby agree/s to pay, due to increase on account of development charges payable to any authority and/or any other increase in taxes or charges which may be levied or imposed by the authorities from time to time. The PROMOTER undertake and agree that while raising a demand on the ALLOTTEE/S for increase in Total Price, the PROMOTER will enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the ALLOTTEE/S which shall be applicable on subsequent payments.
- 4.4 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.
- 4.5 The ALLOTTEE/S shall not be entitled to question the cost at which the PROMOTER sell remaining undivided share or cost of other apartments in the "PROJECT" for others and the quantum of deposits and other sums referred to above. The PROMOTER shall be free to determine and agree upon the cost of sale, construction, payment of other sums and specifications for others. The ALLOTTEE/S shall have no right to question the same.
- 4.6 In the event of delay/default by the ALLOTTEE/S to pay the balance sums in terms of PART-C OF ANNEXURE-5 & ANNEXURE-1 for any reason within the timelines specified in Clause 4.1, the ALLOTTEE/S is/are liable to pay interest on delayed payments from due date till payment. If the payments are not made within 2 (two) months of notice of demand issued under Clause 4.1, the PROMOTER shall be entitled, at their discretion, to terminate this Agreement and thereafter freely transact with the Schedule 'B' and Schedule 'C' Apartment in any manner with a third party.
  - 4.6.1 In the event of breach by the ALLOTTEE/S of any of the terms of this Agreement and same not being cured within a period of 30 (thirty) days of occurrence of such breach, the PROMOTER shall be entitled to terminate this Agreement and on such termination the PROMOTER shall be entitled to the rights as provided in this Agreement.
- 4.7 In the event of termination as aforesaid, the PROMOTER, shall be entitled to forfeit Booking Amount reserved herein, and refund the balance, if any, within 60 (sixty) days from the date of termination and against execution of a duly stamped and Deed of Cancellation of Agreement for Sale. The statutory payments made by ALLOTTEE/S will not be refunded.
- 4.8 Upon termination of this Agreement the ALLOTTEE/S shall not have any claims over the Schedule 'B' Property and Schedule 'C' Apartment and/or on PROMOTER. The PROMOTER shall be entitled to deal with Schedule 'B' and 'C' Properties as they may deem fit for their benefit without reference to the ALLOTTEE/S.

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For M/s SPL Towers Private Limited  Authorised Signatory PROMOTER	 ALLOTEE/S	

- 4.9 If the ALLOTTEE/S has/have taken housing loan facility from any financial institution or the bank and in the event of termination of this Agreement, then in that event based on the terms of such loan, after forfeit Booking Amount and interest liabilities if any, the balance amount would be handed over to the financial institution or the bank, and against the receipt of such amount, the bank/financial institution shall forthwith issue "no dues certificate" in favour of the PROMOTER and hand over the original of this Agreement that may be deposited by the ALLOTTEE/S or cause the ALLOTTEE/S to hand over this Agreement against the PROMOTER paying the amounts to the bank or any financial institution and the PROMOTER shall be entitled to deal with Schedule 'B' and 'C' Properties in any manner with a third party.
- 4.10 The ALLOTTEE/S shall be solely responsible to deduct taxes at source at such rate, presently 1 (one) per cent on the Total Sale Consideration, as required under section 194IA of the Income-tax Act, 1961 ("the IT Act") for each of the payments made towards the Total Sale Consideration and comply with the provisions of the IT Act. The ALLOTTEE/S also undertake/s to issue a certificate of deduction of tax in Form 16B to the PROMOTER on or before 5<sup>th</sup> day of the subsequent month of deduction.

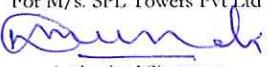
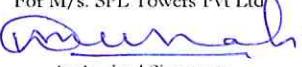
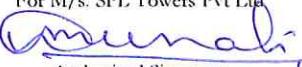
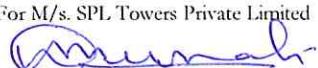
## 5. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 5.1 The ALLOTTEE, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the PROMOTER with such permission, approvals which would enable the PROMOTER to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The ALLOTTEE understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 5.2 The PROMOTER accepts no responsibility in regard to matters specified in Para 5.1 above. The ALLOTTEE shall keep the PROMOTER fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the ALLOTTEE subsequent to the signing of this Agreement, it shall be the sole responsibility of the ALLOTTEE to intimate the same in writing to the PROMOTER immediately and comply with necessary formalities if any under the applicable laws. The PROMOTER shall not be responsible towards any third party making payment/remittances on behalf of any ALLOTTEE and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the PROMOTER shall be issuing the payment receipts in favour of the ALLOTTEE only.

## 6. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

## 7. TIME IS ESSENCE:

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For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER	 ALLOTEE/S	

The PROMOTER shall abide by the time schedule for completing the "PROJECT" as disclosed at the time of registration of the "PROJECT" with the Authority and towards handing over the Apartment to the ALLOTTEE and the common areas to the association of the ALLOTTEEs or the competent authority, as the case may be.

**8. LOAN:**

- 8.1 If the ALLOTTEE/S is/are desirous of obtaining a loan to finance the payments of the construction of the said apartment, the ALLOTTEE/S shall at his/her/their own cost, expense, apply for such loan (hereinafter called 'the Loan') from a bank, housing finance PROMOTER, housing finance society or a financial institution (hereinafter called "the Financier:") and execute all necessary forms and documents and pay all fees, legal costs, stamp duty expenses, etc., in respect thereof.
- 8.2 The ALLOTTEE/S undertake/s to do all acts, things and take all steps that are required to get the loan amount disbursed and paid to the PROMOTER without any delay and in the manner mentioned in this agreement.
- 8.3 Notwithstanding whether the loan is obtained or not from the Financier, the ALLOTTEE/S shall still be primarily liable to pay to the PROMOTER on the due dates, the relevant installments and all other sums due under this Agreement and in the event of any delay and/or default in payment of such amount/s, the ALLOTTEE/S shall be liable to the consequences including payment of interest on the outstanding payments as provided in this Agreement.
- 8.4 If the ALLOTTEE/S fail/s to obtain the Loan for any reasons whatsoever from the Financier, the PROMOTER shall not in any way be liable to the ALLOTTEE/S for any loss, damage, cost or expense howsoever arising or incurred and such failure to obtain the loan shall not be a ground for any delay in the payment or for any non-payment on due dates of any amounts set out in this Agreement.
- 8.5 The ALLOTTEE/S shall indemnify and keep the PROMOTER, indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the said covenants and conditions by the ALLOTTEE/S as mentioned in the Agreement.
- 8.6 The ALLOTTEE/S agree/s that in case the ALLOTTEE/S opts for a loan arrangement with any financial institutions/ banks, for the purchase of the Apartment, the conveyance of the Said Apartment in favour of the ALLOTTEE/S shall be executed only upon the PROMOTER receiving "No Objection Certificate" from such financial institutions/banks from where the ALLOTTEE/S has/have availed financial assistance for the purchase of the said Apartment.
- 8.7 The ALLOTTEE/S shall be liable for the due and proper performance of all the terms and conditions of loan documents.

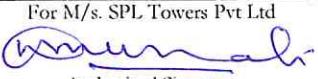
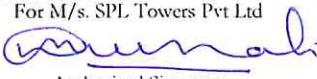
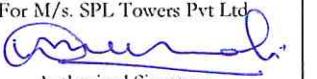
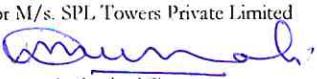
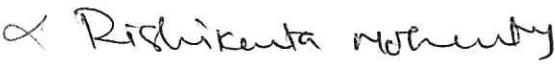
**9. SPECIFICATIONS:**

The Specifications of construction of Schedule 'C' Apartment agreed between the PROMOTER and ALLOTTEE/S are detailed in ANNEXURE-2 to this Agreement and the PROMOTER agree to construct the Schedule 'C' Apartment in accordance with the said specifications or equivalent thereto.

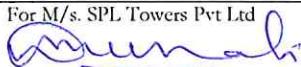
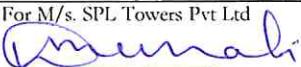
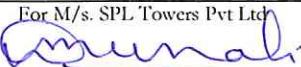
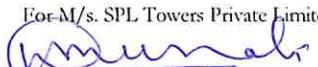
**10. DISCLOSURES:**

The ALLOTTEE/S acknowledge/s and confirm/s that the PROMOTER have fully disclosed to the ALLOTTEE/S as to the PROMOTER title and all approvals obtained by them for the development of the "PROJECT" and the ALLOTTEE/S has/have reviewed all of them and after having understood the implication thereof has entered into this Agreement and the ALLOTTEE/S has/have agreed to all of the Disclosures and the ALLOTTEE/S, expressly grant/s his/her/their consent and no objection to the PROMOTER to undertake every action as per Disclosures.

- a) That proportionate undivided share will be conveyed by the PROMOTER at the time of execution of the Sale Deed.

For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.1)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.2)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for SPL)
For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER		 ALLOTEE/S

- b) The sale of Schedule 'B' Property is to enable the ALLOTTEE/S to own Schedule 'C' Apartment in Schedule 'A' Property and not for any other purposes. The ALLOTTEE/S shall not raise any objections or prohibit in any manner to exercise the powers of the PROMOTER under this Agreement in relation to the extent of the FAR in respect of Schedule 'A' Property either present or at any time in future. The PROMOTER are also entitled to utilize TDR in constructing the Schedule 'A' Property and in which case undivided share would stand varied and will be corresponding to the Apartment that is being constructed under the Scheme. Accordingly, the quantum of undivided share to be conveyed i.e. Schedule 'B' Property would be finally declared in the Deed of Declaration and as per the Sale Deed.
- c) The Common Amenities and Facilities and the Common Areas will be developed by in terms of Specifications and are to be maintained by all the Owners of the "PROJECT" in common irrespective of the location of such Common Area and the Common Amenities and Facilities in the "PROJECT".
- d) The PROMOTER shall be entitled to grant exclusive right to use and right to deal with Limited Common Areas disclosed herein below to other Apartment Owners and the ALLOTTEE/S/s has/have been made available details of the Limited Common Areas of the "PROJECT" and aware of the exclusive right of the use of such Limited Common Areas in the said the "PROJECT".
- e) That, the Common Area of the "PROJECT" are subject to modifications thereto depending upon the technical feasibility and for the betterment of the "PROJECT".
- f) That, the PROMOTER as aforesaid will be executing Deed of Declaration and the Association shall be executing the Association Agreement with the operator or such person appointed for maintenance of the "PROJECT". The Deed of Declaration, inter alia, would also include the obligations of the ALLOTTEE/S to comply with the Association Agreement.
- g) That, the apartments can be used for residential purposes only in terms of the rules and regulation formulated by the PROMOTER and/or the Association of Owners as well as the terms set out in the Association Agreement to be executed by the Association and the operator of the Common Area of the "PROJECT".
- h) The PROMOTER has reserved the right to grant exclusive right of use and enjoyment of Limited Common Areas to such buyers who will be opting for the same, for which the ALLOTTEE/S has/have no objection and on the other hand he/she/they declare/s and confirm/s that he/she/they is/are fully aware of the particulars of the Limited Common Areas and it is also brought to the notice of the ALLOTTEE/S that the Limited Common Areas will also be a part of Deed of Declaration.
- i) The computation of Total Price includes not only the cost of Schedule 'B' Property and Schedule 'C' Apartment but also cost of Common Areas, internal development charges, external development charges, cost of providing all services, amenities and facilities.
- j) The Owners and PROMOTER have mortgaged portion of the Schedule A Property in favour of "Vistra ITCL (India) Limited" acting as a trustee for the lenders and in furtherance thereof has created a charge in respect of the portion of the Schedule 'A' Property. The PROMOTER undertakes and acknowledges that the PROMOTER alone is responsible for discharge of the aforesaid charge or mortgages from before conveyance of Schedule 'B' & 'C' Properties is completed. The PROMOTER agree to secure necessary no objection certificate(NOC) from the "Vistra ITCL (India) Limited" and shall furnish the same to the ALLOTTEE/S at the time of conveyance of Schedule 'B' Property and Schedule 'C' Apartment, confirming that Schedule 'B' Property and Schedule 'C' Apartment is free from the aforesaid charge or mortgage. The Owners and PROMOTER, subject to applicable laws, may at any point of time shall also be permitted to obtain further finance for completion of the "PROJECT" by creating charge or

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For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER	L. Rishikanta Mohanty	ALLOTEE/S

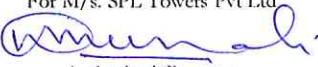
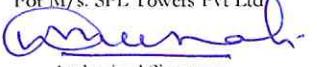
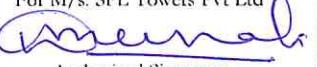
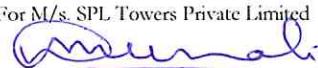
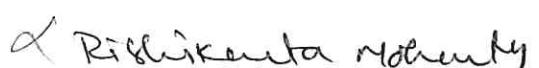
mortgage on Schedule 'A' Property and/or any unsold residential apartments without in any manner affecting the right and interest of the ALLOTTEE/S to the Schedule 'B' Property and Schedule 'C' Apartment.

#### **11. CONSTRUCTION OF THE PHASE-1/APARTMENT:**

- 11.1 The ALLOTTEE has seen the proposed layout plan, specifications, amenities and facilities of Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the PROMOTER. The PROMOTER shall develop the PHASE-1 in accordance with the said layout plans, floor plans and specifications, amenities and facilities as detailed under the Annexure-2 of this Agreement. Subject to the terms in this Agreement, the PROMOTER undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the local authorities and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the PROMOTER shall constitute a material breach of the Agreement. However, the PROMOTER is entitled to effect minor additions/alterations as may be required by the ALLOTTEE/S or minor changes/alterations as provided under the Act or by the local authorities.
- 11.2 It is made clear that many of the materials used in development of Schedule 'A' Property including in Schedule 'C' Unit includes granite, wood, etc., and are natural materials and are subject to variations in tone, grain, texture, colour and other aesthetic features, which are beyond the control of the PROMOTER and while the PROMOTER agree to use the quality materials available, it is unable to assure that the materials used in the Specifications would exactly match the samples shown with regard to said features. Similarly manufacturing materials such as ceramic/vitrified tiles, anodized/powder coated aluminium, sanitary ware, etc., are subject to colour variations and warping due to the inherent manufacturing process and hence the finished product may have colour variations which are again beyond the control of the PROMOTER. The PROMOTER would be relying upon the manufacturers and suppliers for its raw materials, such as marble, granite, timber, tiles, aluminium, sanitary ware, etc., There is possibility that the materials specified and shown as samples may not be available at the time of construction and in such an event, the PROMOTER reserves the right to substitute with equivalent alternative.

#### **12. COMPLETION OF THE PHASE-1:**

- 12.1 That in the absence of conditions relating to force majeure and/or breach by the ALLOTTEE/S in compliance of the obligations under this Agreement, the PROMOTER will complete construction of Buildings in PHASE-1 on or before 26-08-2025 ("RERA Completion Date") as per RERA Registration No. PRM/KA/RERA/125/446/PR/200323/003368, dated 18.08.2020. But Promoter will complete the construction of Building-2(Club House-1) and Tower- 1, 2 & 3 of Building-1 along with common areas with all specifications, amenities(except Swimming Pool) and facilities of these Towers as detailed under Annexure-2 of this Agreement on or before 30/06/2024 is the Completion Date for Tower- 1, 2 & 3 and Tower-4 & 5 of Building-1 along with common areas with all specifications, amenities(except Swimming Pool) and facilities of these Towers as detailed under Annexure-2 of this Agreement on or before 31/12/2024 is the Completion Date for Tower-4 & 5. It is clarified the Completion Period is the actual duration required for completion of construction of the PHASE-1 and is independent of the Completion Date.
- 12.2 Provided, however, the PROMOTER shall not be liable if they are unable to complete the Schedule 'C' Apartment and/or PHASE-1 and deliver possession by the Completion Date by reason of force majeure conditions and in such circumstances the shall be entitled to extension of the Completion Period for completing and handing over possession of the apartment and common areas by such time as the PROMOTER may inform the ALLOTTEE/S in writing and the monies till then paid by the ALLOTTEE/S under this Agreement shall not be refunded or be entitled to any interest.

<p>For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.1)</p>	<p>For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.2)</p>	<p>For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for SPL)</p>
<p>For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER</p>	<p> ALLOTTEE/S</p>	

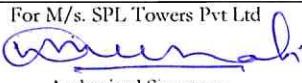
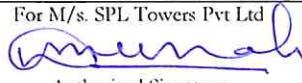
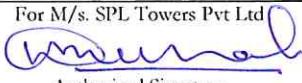
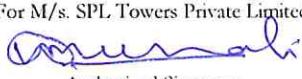
**13. POSSESSION OF THE APARTMENT:**

13.1 Schedule for possession of the said Apartment. The PROMOTER agrees and understands that timely delivery of possession of the Apartment to the ALLOTTEE and the common areas to the association of ALLOTTEEs or the competent authority, as the case may be, is the essence of the Agreement. The PROMOTER assures to hand over possession of the Apartment in Tower -1, 2 & 3 and Building-2 of the PHASE-1 in place along with ready and complete common areas with all specifications, amenities (except Swimming Pool) and facilities of these Towers as detailed under Annexure-2 of this Agreement on or before 30/06/2024 and Tower-4 & 5 along with ready and complete common areas with all specifications, amenities (except Swimming Pool) and facilities of these Towers as detailed under Annexure-2 of this Agreement on or before 31/12/2024, 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 PHASE-1 is delayed due to the Force Majeure conditions then the ALLOTTEE agrees that the PROMOTER shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The ALLOTTEE agrees and confirms that, in the event it becomes impossible for the PROMOTER to implement the PHASE-1 due to Force Majeure conditions, then this allotment shall stand terminated and the PROMOTER shall refund to the ALLOTTEE the entire amount received by the PROMOTER from the allotment within 60 days from that date. The PROMOTER shall intimate the ALLOTTEE about such termination at least thirty days prior to such termination. After refund of the money paid by the ALLOTTEE, the ALLOTTEE agrees that he/she shall not have any rights, claims etc. against the PROMOTER and that the PROMOTER shall be released and discharged from all its obligations and liabilities under this Agreement.

13.2 **PROCEDURE FOR TAKING POSSESSION:-** The PROMOTER, upon obtaining the Occupancy Certificate from the competent authority shall offer in writing the possession of the Apartment, to the ALLOTTEE in terms of this Agreement to be taken within two months from the date of issue of Occupancy Certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the ALLOTTEE shall be carried out by the PROMOTER within 3 months from the date of issue of Occupancy Certificate. The PROMOTER agrees and undertakes to indemnify the ALLOTTEE in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the PROMOTER. The ALLOTTEE, after taking the possession, agree(s) to pay the maintenance charges as determined by the PROMOTER/association of ALLOTTEEs, as the case may be after the issuance of the completion certificate for the PHASE-1. The PROMOTER shall hand over the Occupancy Certificate/ Partial Occupancy Certificate of the apartment, as the case may be, to the ALLOTTEE at the time of conveyance of the same time.

13.3 **FAILURE OF ALLOTTEE TO TAKE POSSESSION OF APARTMENT:-** Upon receiving a written intimation from the PROMOTER as per Para 13.2, the ALLOTTEE shall take possession of the Apartment from the PROMOTER by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the PROMOTER shall give possession of the Apartment to the ALLOTTEE. In case the ALLOTTEE fails to take possession within the time provided in Para 13.2, such ALLOTTEE shall continue to be liable to pay maintenance charges as specified in Para.13.2.

The ALLOTTEE/S shall take possession of the Apartment i.e., Schedule 'C' herein after paying in full all the dues including various deposits mentioned in this Agreement and overdue interest, if any, within 60 (sixty) days from the date of issuance of the notice of completion issued by the PROMOTER and obtaining Occupation Certificate. Provided, however, where the ALLOTTEE/S does not come forward to take possession in his/her/their favour within timelines as specified herein, the ALLOTTEE/S shall be liable to pay an amount of Rs.50,000/- (Rupees Fifty Thousand Only) per month as 'Holding Charges' to the PROMOTER in addition to any of the other amounts specified in this Agreement including but not limited to maintenance charges.

For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.1)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.2)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for SPL)
For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER	 ALLOTEE/S	

**4. POSSESSION BY THE ALLOTTEE:-** After obtaining the Occupancy Certificate\* and handing over physical possession of the Apartment to the ALLOTTEEs, it shall be the responsibility of the PROMOTER to hand over the necessary documents and plans, including common areas, to the association of ALLOTTEEs or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the PROMOTER shall handover the necessary documents and plans, including common areas, to the association of ALLOTTEEs or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

The ALLOTTEE/S shall be liable to bear and pay to the PROMOTERS the following expenses within 15 (fifteen) days after issue of notice by the PROMOTERS to the effect that the Schedule 'C' Unit is ready for use and occupation by the ALLOTTEE/S, irrespective of whether the ALLOTTEE/S takes possession or not:

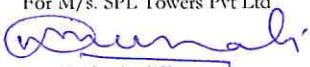
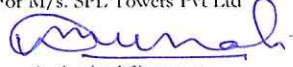
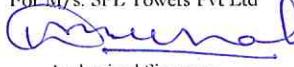
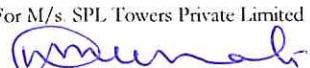
- Minimum electricity and water demand charges;
- Property taxes in respect of the Schedule 'C' Unit and other outgoings and expenses incurred by the PROMOTERS for maintenance of the Schedule 'C' Unit; and
- ALLOTTEE/S share of common maintenance expenses i.e., proportionate share of insurance premium, wages for the persons appointed by the PROMOTERS to manage and look after the Common Areas and facilities such as property manager, security guards, gardeners, plumbers, electricians, generator operators, sweepers etc., expenses incurred by the PROMOTER or the agency appointed for maintaining all the Common Areas and facilities including electricity charges, water charges, housekeeping consumables etc.;

**13.5 CANCELLATION BY ALLOTTEE:** - The ALLOTTEE shall have the right to cancel/withdraw his allotment in the PHASE-1 as provided in the Act:

Provided that where the ALLOTTEE proposes to cancel/withdraw from the PHASE-1 without any fault of the PROMOTER, the PROMOTER herein is entitled to forfeit the Booking Amount paid for the allotment. The balance amount of money paid by the ALLOTTEE shall be returned by the PROMOTER to the ALLOTTEE without any interest within 60 days of such cancellation. In case any GST has been paid by the ALLOTTEE, the said amount shall be refunded only in the event the tax authorities permit such refund. If not the GST paid shall not be refunded by the PROMOTER.

**13.6 COMPENSATION:-** The PROMOTER shall compensate the ALLOTTEE in case of any loss caused to him due to defective title of the land, on which the PHASE -1 is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the PROMOTER fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 13.1; or (ii) due to discontinuance of his business as a PROMOTER on account of suspension or revocation of the registration under the Act; or for any other reason; the PROMOTER shall be liable, on demand to the ALLOTTEEs, in case the ALLOTTEE wishes to withdraw from the PHASE-1, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within Sixty days of it becoming due. Provided that where if the ALLOTTEE does not intend to withdraw from the PHASE -1, the PROMOTER shall pay the ALLOTTEE interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the PROMOTER to the ALLOTTEE within Sixty (60) days of it becoming due.

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For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER		ALLOTTEE/S

**14. TITLE & TITLE DEEDS:**

- 14.1 The ALLOTTEE/S is/are provided with photo copies of all title deeds relating to Schedule 'A' Property and after being satisfied as to the title of the PROMOTER to the Schedule 'A' Property and their right to develop Schedule 'A' Property has/have entered into this Agreement. The ALLOTTEE/S shall not be entitled to further investigate the title of the PROMOTER and/or power of the PROMOTER to develop and sell and no requisition or objection shall be raised in any manner relating thereto. The original title deeds of the Schedule 'A' Property will be ultimately handed over to the Association of the ALLOTTEE/S in terms of the Act.
- 14.2 The ALLOTTEE/S has/have no objection for the PROMOTER to create charge or mortgage on Schedule 'A' Property for raising funds to commence and complete the development and construction in the Schedule 'A' Property. However, the PROMOTER alone are responsible for discharge of the said charge or mortgage before sale of Schedule 'B' and 'C' Properties is completed. The PROMOTER agree to secure necessary No Objection Certificates from the lending Bank/Institution and furnish the same to the ALLOTTEE/S at the time of conveyance of Schedule 'B' and 'C' Properties, confirming that Schedule 'B' and 'C' Properties being free from the said charge or mortgage.

**15. EXECUTION OF SALE DEED, STAMP DUTY, FEES ETC.,**

- 15.1 The ALLOTTEE/S has/have borne the cost of stamp duty and registration fee payable on this agreement and will also pay all applicable taxes including the prescribed TDS, if applicable, on the Sale Consideration of Schedule 'B' Property and/or Schedule 'C' Apartment and on production of the evidence of the aforesaid said payment/s the sale deed shall be registered.
- 15.2 The PROMOTER agrees to execute Sale Deed on compliance of the terms and payment of all sums mentioned herein and sale will be in terms of the Act, Rules thereunder and subject to terms of this agreement and in accordance with the time lines stipulated in this Agreement subject to delays for reasons constituting events relating to force majeure. The ALLOTTEE/S agree/s not to claim conveyance or possession till compliance of the Agreement. The Parties hereto shall co-operate with each other for registration of the Sale Deed in pursuance of this agreement.
- 15.3 The stamp duty, registration charges, prevailing at the time of registration of sale deed, legal costs and expenses and all other miscellaneous and incidental expenses for execution and registration of Sale Deed including the Stamp Duty and Registration Fee that may be demanded by The Special Deputy Commissioner for Detection of Under Valuation of Stamps and other Authorities shall be borne by the ALLOTTEE/S. In the event of the Sale Deed being referred to the authorities for adjudication of stamp duty and/or valuation of the Schedule 'B' Property and/or Schedule 'C' Apartment, it is the responsibility of the ALLOTTEE/S to attend to the same at his/her/their cost and secure release of the Sale Deed. The PROMOTER has no liability in respect thereto.
- 15.4 The ALLOTTEE/S hereby authorize/s the PROMOTER to draft, prepare, sign and execute the required one or more Deeds of Declaration or rectifications thereto in respect of the "PROJECT" recording the terms and conditions relating to Ownership, possession and enjoyment of the apartments and other built spaces by the respective buyers in the development and also get the same registered.

**16. PROPERTY TAXES AND KHATA:**

- 16.1 The PROMOTER will pay property tax, other rates and outgoings in respect of the Schedule 'B' Property till the date of issue of Occupation Certificate by the Plan Sanctioning Authorities. The ALLOTTEE/S shall be liable to pay the Municipal Taxes from the date of issue of Occupation Certificate for the building in which Schedule 'C' Apartment is a portion thereof. Upon completion of the construction, the ALLOTTEE/S shall be liable to pay the municipal property taxes accordingly. The ALLOTTEE/S agree/s and undertake/s to pay all government rates, taxes on land, municipal tax, property taxes, wealth tax, taxes, fees or levies of all and any kind

For M/s. SPL Towers Pvt Ltd 	For M/s. SPL Towers Pvt Ltd 	For M/s. SPL Towers Pvt Ltd 
For M/s. SPL Towers Private Limited 	L Rishikanta Mohanty	ALLOTEE/S

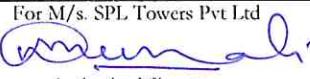
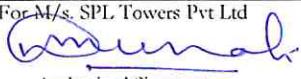
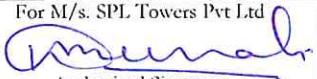
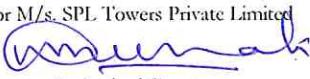
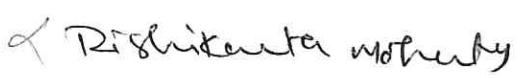
by whatever name called, whether levied or leviable now or in future or any enhancement of the prevailing rates by any Government Authority on the said Apartment and/or the said land as the case may be.

- 16.2 The ALLOTTEE/S is/are entitled to secure Property Khata of Schedule 'B' & 'C' Apartment on purchase at his/her/their cost from the jurisdictional Panchayat/ municipal office and the PROMOTER agrees to sign necessary consent letters. In the event of any demand for payment of betterment charges for securing transfer of Khata, the ALLOTTEE/S agree/s to pay the same in proportion to the Schedule 'C' Apartment.

#### **17. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The PROMOTER hereby represents and warrants to the ALLOTTEE as follows:

- (i) The Owners have absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the "PROJECT";
- (ii) The PROMOTER has lawful rights and requisite approvals from the competent Authorities to carry out development of the "PROJECT";
- (iii) There are no encumbrances upon the said Land or the "PROJECT" except the charge/ encumbrances detailed under Clause-10, Sub-Clause-J of this Agreement;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, "PROJECT" or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the "PROJECT", said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the PROMOTER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the "PROJECT", said Land, Building and Apartment and common areas;
- (vi) The PROMOTER has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the ALLOTTEE created herein, may prejudicially be affected;
- (vii) The PROMOTER has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the "PROJECT" and the said Apartment which will, in any manner, affect the rights of ALLOTTEE under this Agreement;
- (viii) The PROMOTER confirms that the PROMOTER is not restricted in any manner whatsoever from selling the said Apartment to the ALLOTTEE in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the PROMOTER shall handover lawful, vacant, peaceful, physical possession of the Apartment to the ALLOTTEE and the common areas to the Association of the ALLOTTEES or the competent authority, as the case may be;
- (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 completion certificate has been issued and possession of apartment) or buildings, as the case may be, along with common areas (equipped with all the specifications, amenities and

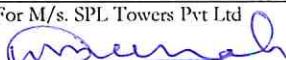
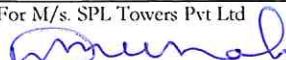
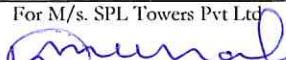
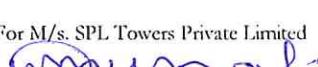
For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.1)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.2)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for SPL)
For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER		ALLOTEE/S

facilities) has been handed over to the ALLOTTEE and the association of ALLOTTEES 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".

#### 18. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/S/S:

- 18.1 The ALLOTTEE/S acknowledge/s that the PROMOTER have entered into this Agreement and agreed to purchase the Schedule 'B' Property and Schedule 'C' Apartment, based on the representations and warranties set out below (the "ALLOTTEE/S Warranties"):
  - a) The ALLOTTEE/S confirm/s that this Agreement upon execution, would constitute legal, valid and binding on the ALLOTTEE/S;
  - b) The ALLOTTEE/S has/have been furnished with copies of all the title deeds relating to Schedule 'A' Property and the ALLOTTEE/S after being satisfied with the title of the PROMOTER to the Schedule 'A' Property and the PROMOTER's right to develop Schedule 'A' Property has entered into this Agreement;
  - c) That the ALLOTTEE/S/s confirm/s that the ALLOTTEE/S has/have been furnished with all the details pertaining to the Disclosures made by the PROMOTER as detailed in this Agreement and after understanding the same, the ALLOTTEE/S has/have entered into this Agreement and the ALLOTTEE/S further confirm/s and agree/s that the ALLOTTEE/S do not have and will not have any objection to the PROMOTER undertaking the works and benefits from such works.
  - d) The ALLOTTEE/S has/have been provided and has/have inspected the documents of title, relating to the Schedule 'A' Property belonging to the PROMOTER. The ALLOTTEE/S has/have also studied the legal opinion furnished, the plan sanctions, specifications of the "PROJECT" and the Disclosures. The ALLOTTEE/S, after taking legal advice and after being satisfied with the title and having understood the plan sanctions, specifications of the "PROJECT" and, the rights of the PROMOTER and the Disclosures made by the PROMOTER, has entered into this Agreement.
  - e) The ALLOTTEE/S is/are entering into this Agreement with full knowledge of all laws, rules, regulations, notifications applicable to the "PROJECT" in general and this "PROJECT" in particular. That the ALLOTTEE/S hereby undertake/s that he/she/they shall comply with and carry out, from time to time after he/she/they has/have taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the Apartment at his/ her / their own cost. The ALLOTTEE/S shall obtain permission in writing from the PROMOTER to visit the Schedule 'A' Property at the time of construction and follow all the safety standards and procedures required under law.
  - f) The ALLOTTEE/S is/are made aware of the Disclosures of the PROMOTER pertaining to the present and future development of the "PROJECT" and has/have consented to the same without having any objections.
  - g) The ALLOTTEE/S understand/s that statements and presentations by regarding the development are made merely to provide honest perspective of its product and any reference/allusion to other neighborhood developments, "PROJECT"s or facilities, ought not to be construed as binding legal promises or representations.
  - h) The ALLOTTEE/S has/have read and understood all the terms and conditions set out in this Agreement, understood the mutual rights and obligations and agree that some of the conditions set out in this Agreement, are necessary for the purpose of maintaining the quality, prestige and exclusivity of the "PROJECT" and it is because of this reason that the ALLOTTEE/S have

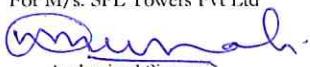
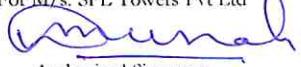
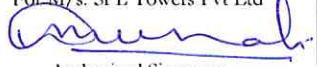
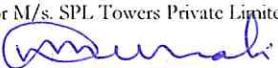
For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.1)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.2)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for SPL)
For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER	 ALLOTTEE/S	

approached the PROMOTER for acquiring the Schedule 'C' Apartment. The ALLOTTEE/S also confirm that the ALLOTTEE/S has/have chosen to invest in the Schedule 'C' Apartment after exploring all other options of similar properties in the vast and competitive market and the ALLOTTEE/S confirm/s that the Schedule 'C' Apartment is suitable for the ALLOTTEE/S and therefore have voluntarily approached the PROMOTER for allotment of the said Schedule 'C' Apartment.

#### 19. RIGHTS OF THE ALLOTTEE/S:

The ALLOTTEE/S shall have the rights as mentioned below on purchase of Apartment:

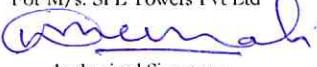
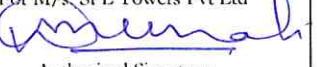
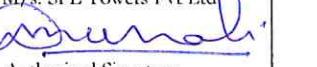
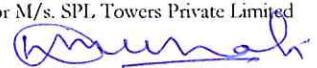
- (i) Exclusive Ownership of the Schedule 'C' Apartment.
- (ii) The right to get constructed exclusively through the PROMOTER and own an Apartment described in the Schedule 'C' above for residential purposes subject to the terms of this Agreement;
- (iii) The right and liberty to the ALLOTTEE/S and all persons entitled, authorised or permitted by the ALLOTTEE/S (in common with all other persons entitled, permitted or authorised to a similar right) at all times and prevent trespass to the Apartment, and for all purposes, to use the staircases, passages and common areas in the Building for ingress and egress and use in common.
- (iv) Undivided proportionate share in the Common Areas. Since the share / interest of ALLOTTEE/S in the Common Areas is undivided and cannot be divided or separated, the ALLOTTEE/S shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the ALLOTTEE/S to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.
- (v) The right to subjacent, lateral, vertical and horizontal support for the Schedule 'C' Apartment from the other parts of the Building.
- (vi) Free and uninterrupted passage of water, electricity, sewerage etc., from and to the Schedule 'A' Property through the pipes, wires, sewer lines, drain and water pipes, cables which are or may at any time hereafter be, in under or passing through the Schedule 'A' Property or any part thereof;
- (vii) The right of entry and passage for the ALLOTTEE/S and agents or workmen of the ALLOTTEE/S to other parts of the "PROJECT" at all reasonable times after notice to enter into and upon other parts of the "PROJECT" for the purpose of repairs or maintenance of the Schedule 'C' Apartment or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water lines, cables, pipes and wires causing as little disturbance as possible to the other Owners and making good any damage caused.
- (viii) Right to lay cables or wires for radio, television, telephone and such other installations, at dedicated part of the Building, however, recognizing and reciprocating such rights of the other apartment Owners.
- (ix) Right to use along with other Owners of Apartments all the common facilities provided therein on payment of such sums as may be prescribed from time to time by the PROMOTER and/or the Agency appointed by the PROMOTER or Owner's Association.
- (x) Right to use and enjoy the common roads, common areas and parks and open spaces and common facilities in the "PROJECT" in accordance with the purpose for which they are provided without endangering or encroaching the lawful rights of other Owners/users.
- (xi) Right to make use of all the common roads and passages provided to reach the building in Schedule 'A' Property without causing any obstruction for free movement therein.

For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.1)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.2)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for SPL)
For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER	 ALLOTTEE/S	

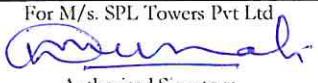
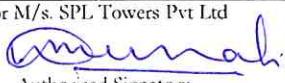
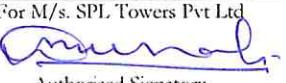
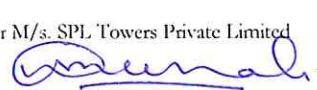
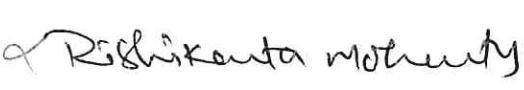
- (xii) The ALLOTTEE/S shall be entitled in common with the ALLOTTEE/S of the other apartment/s in the building, to use and enjoy the common areas and facilities listed hereunder:
  - a) Entrance lobbies, passages and corridors;
  - b) Lifts/pumps/generators;
  - c) Staircases and driveways in the basements, roads and pavements;
  - d) Common facilities, subject to compliance of rules, regulations and byelaws.
- (xiii) Subject to execution of Sale Deed in favour of the ALLOTTEE/S right to dispose of Schedule 'B' and 'C' by way of sale, mortgage, gift, exchange or otherwise subject to the same rights and obligations/restrictions placed on the ALLOTTEE/S in the matter of enjoying Ownership and possession thereon and any sale/transfer shall be completed in full consisting of both Schedule 'B' and 'C' and not separately.

#### 20. OBLIGATIONS OF ALLOTTEE/S:

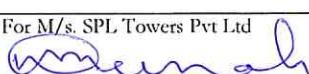
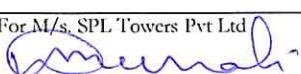
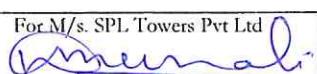
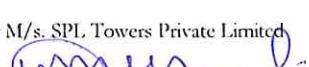
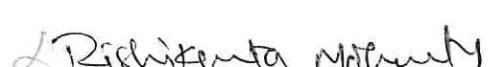
- 20.1 The ALLOTTEE/S shall be bound by the obligations and restrictions which are necessary in the interest of the timely delivery of Schedule 'C' Apartment and completion of "PROJECT" in Schedule 'A' Property and shall not be in breach of any of the terms of this Agreement.
- 20.2 The ALLOTTEE/S has/have agreed that within the Schedule 'A' Property, all areas comprising of roads, footpaths, open spaces, garden landscapes, clubhouses swimming pool, all other facilities, internal road, water tanks, supply networks and sewer networks and sewerage treatment plant, storm water drainage, electric poles, etc., will always remain within the control of the PROMOTER until entire development in Schedule 'A' Property is completed and it is handed over to Owners' Association on such completion. However, the ALLOTTEE/S is/are allowed on restricted basis to use such areas and benefits of such facilities subject to the ALLOTTEE/S regularly and promptly paying their proportionate share of the outgoings taxes, costs, charges, expenses and all other amounts as may be demanded by the PROMOTER.
- 20.3 The ALLOTTEE/S shall not obstruct and/or interfere in the development/ construction processes of the entire "PROJECT". The development/construction shall be in progress at all times of day and night and even on holidays and will not raise any issue or objection for the same.
- 20.4 The ALLOTTEE/S undertake/s to pay all the amounts detailed in PART-C OF ANNEXURE-5 & ANNEXURE-1, all the statutory dues pertaining to the Apartment including but not limited to municipal taxes, rates and cesses, electrical, domestic and non-domestic water charges, insurance charges etc.
- 20.5 The ALLOTTEE/S shall make all payments in time and receive possession and participate in registration of the conveyance deed of the Apartment and towards the formation of an association or society or cooperative society of the ALLOTTEE/S of the "PROJECT".
- 20.6 The ALLOTTEE agree/s that he/she/they shall have no right to seek partition or division or separate possession of the undivided share in the Schedule 'B' Property nor seek partition/division of common areas, amenities and facilities etc., nor object for the construction of apartments for the other buyers of similar nature and continue to hold the Schedule 'B' Property in the undivided form.
- 20.7 The ALLOTTEE/S is/are aware that the PROMOTER will be preparing and executing Deed of Declaration under the provisions of the applicable law and rules made there under and submit the same for registration under the said Act and the ALLOTTEE/S shall be required to abide by the said declaration and bye-laws annexed thereto and become the member of the Owners' Association by signing the required documents as called upon by the PROMOTER.

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For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER	 ALLOTEE/S	

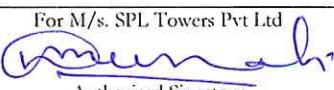
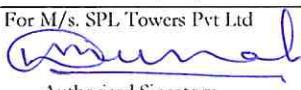
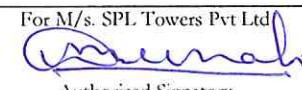
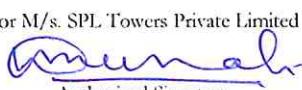
- 20.8 The ALLOTTEE/S for himself/herself/themselves with intention to bring all persons unto whomsoever hands the said Apartment may come, doth/do hereby covenant with the PROMOTER as follows: -
- (i) To maintain the said Apartment at his/her/their own cost in good and tenantable condition, from the date the said Apartment is taken and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated, which may be against the rules, regulations or bye-laws of concerned local or any other authorities or change/alter or make addition in or to the building in which the said Apartment is situated and in the said Apartment itself or any part thereof. In the event of the ALLOTTEE/S committing any act in contravention of the above provision, the ALLOTTEE/S shall be responsible and liable for the consequences thereof to the concerned authority and/or to the PROMOTER.
  - (ii) Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains pipes in the said Apartment and appurtenances thereto in good, tenantable and repairable condition and in particular, so as to support, shelter and protect the other parts of the building in which the said Apartment is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C or other structural members in the said Apartment without the prior written permission of the PROMOTER.
  - (iii) Not to put any object or keep flower pot outside the windows or on the "PROJECT" on area of the said Apartment. Outdoor Air conditioning equipment can be fixed at the area pre-approved by the PROMOTER. The ALLOTTEE/S shall not enclose and/or cover in any manner the exclusive balconies abutting the apartment and/or affect in any manner the façade or elevation of the building or "PROJECT".
  - (iv) Not to do or omit or permit to be done any act or thing which may render void or voidable any insurance of the said Schedule 'A' Property, "PROJECT" and the building in which the said Apartment is situated or any part thereof or whereby any increase in premium shall become payable in respect of the said building and/or the said Apartment.
  - (v) To pay within 15 (fifteen) days of demand by the PROMOTER his her/their share of security deposit/charges/premium/statutory demands demanded by the concerned local authority or Government and/or others for any reason/s whatsoever including for giving water, drainage, electricity or any other service connection to the building in which the said Apartment is situated.
  - (vi) To comply with all the rules and regulation pertaining to electrical installations, fire safety equipment and services, pollution control and general safety equipment and services as may be prescribed by the statutory Authority and/or the association of Owners.
  - (vii) As and when informed that the Schedule 'C' Apartment is complete, come forward to take possession and pay all the amounts due under this agreement. The ALLOTTEE/S is/are also aware and agree/s that the common amenities and facilities of the said development shall be completed from time to time and swimming pool in Building-2 will be provided by end of the completion of the said overall development.
  - (viii) If any development and/or betterment charges or other levies are charged, levied or sought to be recovered by any Public Authority in respect of the Schedule 'A' Property, the same shall be borne and paid by the ALLOTTEE/S in proportion to his/her/their/its undivided share in the Schedule 'B' Property.

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For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER	 ALLOTTEE/S	

- (ix) To bear and pay any new levies / charges / taxes levied by the Central and / or the State Government for the development of the Apartment which are not levied currently. Any other taxes if levied or to be levied by competent authorities under the law, in respect of any services which the PROMOTER would be rendering to the ALLOTTEE/S pursuant to this Agreement, shall also be borne by the ALLOTTEE/S and the ALLOTTEE/S will indemnify the PROMOTER of any instances of taxes on this Agreement, accruing in future.
  - (x) To undertake to use the Schedule 'C' Apartment for residential purposes only and shall not use for any other commercial or illegal activities.
  - (xi) To own and enjoy Schedule 'C' Apartment and ALLOTTEE/S be liable to comply and adhere to the restrictions and obligations imposed on the ALLOTTEE/S as detailed herein. The rights and obligations so detailed in Schedules 'D' hereunder are common to all ALLOTTEE/S in the "PROJECT".
  - (xii) The ALLOTTEE/S shall not place objects/things/articles which may hinder free use of any common amenities and/or Common Areas of the "PROJECT".
  - (xiii) The garden areas and other greenery abutting the buildings in the "PROJECT" are for common use and enjoyment of the apartment ALLOTTEE/S of the said residential buildings and the same shall be kept free from obstructions and constructions at all times and always be kept as garden areas only. None of the apartment Owners of the respective buildings in Schedule 'A' Property shall erect any compound or fencing around their respective Towers.
- 20.9 The ALLOTTEE/S shall not require or undertake by himself before/after delivery of possession of Schedule 'C' Apartment, any additions/deletions/ modifications/changes in position etc., of the windows, doors, overall footprints of the apartment, internal layout of the apartment, toilets and kitchen, sit outs/balconies/decks (covered or uncovered), lofts/ledges, staircase, architectural features (external/internal), fabrication works (grills, balcony railings) and external painting, other than what is provided for in the approved plans of PROMOTER. The PROMOTER decision shall be final and the ALLOTTEE/S shall not interfere or question the design, cost, construction processes etc., implemented by the PROMOTER.
- 20.10 All interior related works that the ALLOTTEE/S may take up on his/her/their own can be taken up only after handing over possession of the Apartment to the ALLOTTEE/S by the PROMOTER. The ALLOTTEE/S shall carry out interior works only on week days during the day time between 9 A.M. and 6 P.M. The PROMOTER does not owe any responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to the ALLOTTEE/S but originally carried out by the PROMOTERS. The PROMOTER is not answerable for any thefts during the course of the interior works. Further, no labor employed/engaged by the ALLOTTEE/S in completing the interior works are permitted to stay in the Schedule 'C' Apartment until completion and handing over of possession of the Apartment.
- 20.11 The terrace of the building(s) on issue of occupancy certificate after completion of construction with the Sanctioned Plan aforesaid will be common to the ALLOTTEES of the building and hence, no one shall have an exclusive right to the terrace areas of the "PROJECT".
- 20.12 The Allottee/s will not object to the rights of the PROMOTER in allotting the covered/mechanical/stacked/open car parking spaces/garage storage spaces for the Schedule 'C' Apartment in the Schedule 'A' property. The decision of the PROMOTER in this regard shall be final and binding on the ALLOTTEE/S. The car parking space may be allotted in any of the Phases of Development of the "PROJECT", irrespective of the location of the Tower of the Schedule 'C' Apartment.

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For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER		ALLOTEE/S

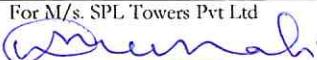
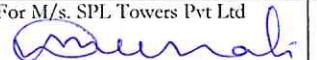
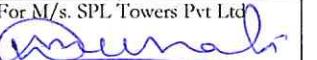
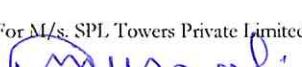
- 13 The parking space earmarked to ALLOTTEE/S is for exclusive use and enjoyment by ALLOTTEE/S and the Allottee/s shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space.
- 20.14 The ALLOTTEE/S agrees that he/she/they shall park their cars/vehicles only at the specific Car Park space specifically allocated to them and not at any other place, around the building.
- 20.15 The ALLOTTEE/S on allotment of the car parking area, other than use of the same, shall not have any power or authority to transfer the same other than with the apartment. In addition, thereto the ALLOTTEE/S shall not allow the use of the car parking/s allotted for use and enjoyment of the same by any person who does not own or occupy an apartment in the development in Schedule 'A' Property.
- 20.16 The PROMOTER as aforesaid will be developing the buildings in Schedule 'A' Property. The ALLOTTEE/S is/are aware that the development in the adjoining buildings and/or in subsequent developments will be continuous and progressive day and night. The Allottee/s agree/s not to question the said construction or prevent the same by complaining that the activities in the adjoining buildings/the remaining portion of the Schedule 'A' Property is causing pollution or noise and/or disturbance and it is one of the essential terms of this agreement.
- 20.17 The ALLOTTEE/S hereby agrees, undertake/s and covenant/s with the PROMOTER that he/she/they shall not at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by, or granted to the PROMOTER under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, and the ALLOTTEE/S shall be bound and liable to render to the PROMOTER, all necessary assistance and co-operation, to enable the PROMOTER to exercise and avail of the same.
- 20.18 It is agreed that the building(s) along with common areas and facilities to be constructed in Schedule 'A' Property shall be held by all the ALLOTTEE/S and each of them have proportionate undivided share and Ownership in the "PROJECT" as per the terms and conditions herein and the same to be contained in the Sale Deed to be obtained from the PROMOTER. All areas designated by the PROMOTER as 'Common Areas and Facilities' including but not limited to passages, lifts, staircases, water lines, sewerage lines as also other facilities which are used in common by other apartment holders in the Building shall belong to and vest in the Apartment Owners jointly to be used by all the Owners of such building in common. None of the apartment Owners shall place any obstructions or store or keep any articles in the common areas of the building.
- 20.19 The PROMOTER shall have the exclusive right to retain and/ or sell or construct on additional area as per Sanctioned Plan/s/ Plan Sanction and Sanctioned Plan of the "PROJECT". The ALLOTTEE/S shall not object to the PROMOTER constructing the "PROJECT" at any point of time.
- 20.20 Though the ALLOTTEE/S is/are purchasing the undivided share in the entire Schedule 'A' Property, the ALLOTTEE/S rights are actually confined to the land earmarked for the construction of the building in which the Schedule 'C' Apartment is situated with right to rebuild the said Schedule 'C' Apartment in any eventuality, subject to approvals and plans at the relevant time. The ALLOTTEE/S is/are not entitled to balance Land or in its share in Schedule 'A' Property and/or any other tower/building/area in which the PROMOTER will be constructing /or undertaking any other development and they alone are entitled to deal with the same.
- 20.21 It is expressly agreed and recorded that the specific and general rights arising out of this Agreement in favour of the ALLOTTEE/S are confined only with respect to the Land on which the building consisting of Schedule 'C' Apartment in Schedule 'A' Property is envisaged. The ALLOTTEE/S shall not be entitled to claim any right or interest or title of whatever nature in respect of balance portion of the land and/or areas or development in Schedule 'A' Property.

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For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER		ALLOTEE/S

- 20.22 The PROMOTER reserves the right to retain/remove/plant any trees/plants, electrical equipment, road structures, garbage bins etc., in the Schedule 'A' Property, which the ALLOTTEE/S accept/s and consent/s. The Allottee/s has/have expressly given consent for variations and/or modifications as the Architect/PROMOTER may consider necessary from time to time during the course of construction. The Architect and PROMOTER are the final decision makers on these aspects and the ALLOTTEE/S shall not interfere or question the design, costs, construction processes etc., implemented by the PROMOTER.
- 20.23 To the extent disclosed by the PROMOTER to the ALLOTTEE/S the PROMOTER shall have the right to make any alterations, improvements, additions, repairs which are non-structural, interior or exterior, in relation to any unsold Apartments in Schedule 'A' Property and/or in other Towers in the "PROJECT" and the ALLOTTEE/S shall have no objection/make any claims in respect thereto.
- 20.24 Notwithstanding anything provided in this Agreement, the ALLOTTEE/S hereby agrees and shall undertake that upon completion of the "PROJECT", if required by any statutory enactment, including but not limited to the Real Estate (Regulation and Development) Act, 2016 or such enactment governing real estate in India at the relevant time, the ALLOTTEE/S shall be obliged to transfer the undivided interest in the Schedule 'A' Property to the association of apartment Owners of the "PROJECT", without any additional cost or charges to the PROMOTER and the proportionate stamp duty in respect thereof shall be borne by the ALLOTTEE/S.
- 20.25 The inspection of the "PROJECT" will be arranged and communicated by the PROMOTER through its Customer Care Department (CRM) once in 3 (Three) months. The ALLOTTEE/S shall not be allowed/insist for inspection of the Construction Site of "PROJECT" other than the date specified by the CRM department. Except the dates given by the CRM department of the PROMOTER, the ALLOTTEE/S is not permitted to enter and insist for inspection of the Construction Site of the "PROJECT", as it would hamper/disturb the construction work at site and for the safety of the ALLOTTEE/S.
- 20.26 In the event the ALLOTTEE/S decides to claim any benefit of Goods and Service Tax (GST) under Credit Linked Subsidy Scheme (CLSS), it is a duty of the ALLOTTEE/S to provide all the required information and documents to seek the reduction in the GST.
- 20.27 The ALLOTTEE/S shall not, directly or indirectly, in any mode of communication, communicate or make any statement in public and/or the internet and/or any social networking site that shall be construed as derogatory, defamatory and/or damages the commercial interest and reputation of the PROMOTER. It is mutually agreed that the ALLOTTEE/S shall not in any manner damage the business or reputation of the PROMOTER, their products and shall use reasonable and good faith efforts to ensure that he/she shall not engage in any vilification of the PROMOTER or its "PROJECT" and will in any way publicly disparage, call into disrepute, defame, slander or otherwise criticize the PROMOTER and shall refrain from making directly or indirectly, any false, negative, critical or disparaging statements, implied or expressed, concerning the other, including, but not limited to, the "PROJECT", apartments, management style, methods of doing business, the quality of products and services in print, electronic or any other media including any social networking platform, provided, however, that nothing in this Agreement shall prohibit the ALLOTTEE/S making any claim as provided under this agreement. The Parties hereto agree that on occurrence of any event as provided in this clause, the PROMOTER shall notwithstanding any other remedy available under the applicable law, be entitled to terminate this Agreement and refund the amount paid under this Agreement without interest.

## 21. CLUB HOUSE:

- 21.1 The 'PROMOTER is developing as part of the "PROJECT" Club Houses in Building -1 and Building-2 of the "PROJECT" (hereinafter referred to as the "Club"). As such the ALLOTTEE/S shall be required to pay the prescribed amount of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only) as Membership Fee in addition to the Sale Price, towards the club membership therein and utilise the facilities available in the Club according to the terms and conditions and shall remit payments as prescribed by the

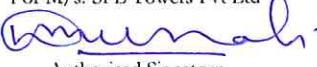
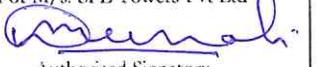
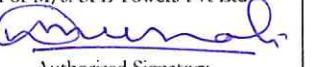
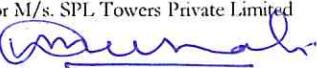
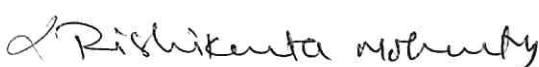
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For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER	 ALLOTEE/S	

PROMOTER or by the Agency appointed by PROMOTER to operate and manage the Club. Any tax liability arising out of this shall be borne by the ALLOTTEE/S.

- 21.2 The Club is for the exclusive use of Owners/occupants in Schedule 'A' Property in "PROJECT" and the PROMOTER may provide such facilities therein which they in their sole and absolute discretion consider necessary and viable. The facilities may include hall, sports area, and or any other facilities as may be decided by the PROMOTER.
- 21.3 The Ownership and possession of the buildings and the fittings and fixtures in "Club" including movable assets will be transferred to the Apartment Owners Association to be formed by Apartment Owners and till then it will be exclusively with the PROMOTER and/or their associate concerns, agents, nominees, assignees and they alone shall be entitled to: -
- (i) admit either the Owners or the tenants in possession as members. Such membership shall be restricted to either the Owners or the tenants of apartments/built spaces in Schedule 'A' Property.
  - (ii) fix the rates and charges for use of its facilities and amenities, and to revise the aforesaid from time to time.
  - (iii) frame the rules and regulations regarding usage of the facilities in the Club House.
- 21.4 The ALLOTTEE/S as long as he/she/they remain occupant of the apartment/built spaces in the "PROJECT", shall be entitled to use the 'Club', subject to (i) strict observance of the rules of the Club, framed by the PROMOTER, their agents/assigns, from time to time; (ii) the payment of the subscriptions as may be fixed from time to time by the PROMOTER and/or their agents/assigns; (iii) the payment of charges for usage as may be fixed from time to time by the PROMOTER and their agents/assigns, (iv) and are entitled for the following:-
- (a) The ALLOTTEE/S and in case of more than one ALLOTTEE/S, any one of them is entitled to be enrolled as member of the Club. In the event of Schedule 'C' Apartment being let out to tenants on rent and/or lease, such tenants shall also be entitled to use and enjoy benefits of the Club as long as they are residents at the "PROJECT".
  - (b) Membership of the Club entitles a member to use and enjoy the facilities at the Club, subject to strict observance of rules framed by the PROMOTER and/or Association and their agents/assigns and subject to the payment of the monthly subscriptions as may be fixed by PROMOTER and/or Association and their agents subject to payment of charges for usage of facilities in Club.
- 21.5 The facilities of the Club are available for the benefit of the ALLOTTEE/S of the Apartments in the "PROJECT" and also for the benefit of the ALLOTTEE/S, Owners/Occupants of the apartments and other spaces in the remaining portion of Schedule 'A' Property and in the event of transfer of Ownership, the transferee shall be entitled to the benefits of the Club and the transferor shall cease to be the member of the Club.
- 21.6 The PROMOTER may run the Club and/or engage any person/s to run the Club and its activities till it is handed over to the association of apartment Owners envisaged in this Agreement. After handing over the possession of the Club to the Owners Association the PROMOTER is not responsible for maintenance of the Club, quality of services being rendered or the cost at which services are provided in the Club.
- 21.7 That as aforesaid the Club and facilities provided therein shall be common to all the Owners and occupants in Schedule 'A' Property and PROMOTER is providing clinic within the clubhouses premises with an external operator appointed by PROMOTER.

## 22. OWNERS' ASSOCIATION:

- 22.1 The PROMOTER Party shall enable the formation of the Association of ALLOTTEE/S/Owners' Association, by whatever name called, within a period of three months of the majority of ALLOTTEE/S having purchased their apartments in the "PROJECT". The ALLOTTEE/S hereby agree/s and undertake to become a member of the Association of ALLOTTEE/S as and when formed by the PROMOTER and/or by the ALLOTTEE/S of all the apartments and sign and execute all applications for Membership and other

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papers, bye-laws and documents as may be necessary to form the Association bye-laws and all the rules and regulations of the said Association of ALLOTTEE/S and proportionately share the expenses for running the Association and its activities referred to herein.

- 22.2 The Owners' Association will be governed by a Deed of Declaration to be executed by the PROMOTER and later by the Association and all Owners and occupants are bound by the terms thereof without there being any right to question or modify the same.
- 22.3 It is specifically made clear that the said Owners' Association on its formation is not only for the purpose of attending to the social activities of its members consisting of the Owners/occupants of the development in the "PROJECT" but also for the management, administration and control of the Infrastructure and for collecting common expenses / Maintenance charges for up-keep and maintenance of common areas/amenities/ facilities etc., and will function in terms of Act & Rules thereunder.
- 22.4 That on the "PROJECT" being handed over to the Association of ALLOTTEE/S, the PROMOTER shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the Owners, service providers or their agents with regards to the Common Areas, Amenities and Facilities as well as the fire safety equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services.

#### **23. NO RIGHT TO OBSTRUCT DEVELOPMENT:**

The ALLOTTEE/S shall have no right at any time whatsoever to obstruct or hinder the progress of the construction of the buildings and other developments or any part thereof in the Schedule 'A' Property and/or in the "PROJECT".

#### **24. NOT TO ALTER NAME:**

The ALLOTTEE/S shall not alter or subscribe to the alteration of the name of the "PROJECT" in Schedule 'A' Property and/or alter the names assigned to the Towers therein.

#### **25. LIMITED RIGHT OF ALLOTTEE/S:**

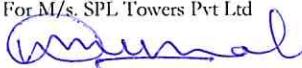
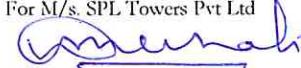
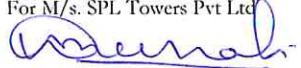
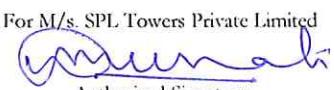
Nothing contained in these presents shall be construed to confer upon the ALLOTTEE/S any right, title or interest of any kind whatsoever into or over the Schedule 'B' Property and/or Schedule 'C' Apartment or any part thereof and the ALLOTTEE/S will acquire right only upon the execution of the sale deed duly alienating, conveying and transferring the Schedule 'B' Property and 'C' Apartment.

#### **26. INSPECTION:**

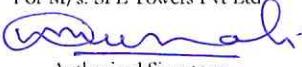
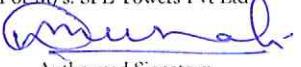
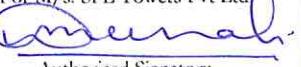
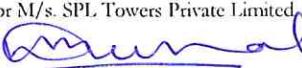
The PROMOTER agree to permit the ALLOTTEE/S subject to compliance of safety norms, to have access on day time fixed by the "PROJECT" incharge to the works in the Schedule 'C' Apartment while under construction and to inspect the same. But the ALLOTTEE/S shall not have the right to obstruct or interfere or hinder the progress in development and/or construction on any ground and at any time.

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

- a. 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 Apartment to the ALLOTTEE within the time period specified in Para 13.1 or fails to complete the Tower-1 to 5 of Building-2 & 3 of PHASE -1 within the stipulated time disclosed at the time of registration of the PHASE -1 with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed and detailed under Annexure-2 of this Agreement for the respective Towers in

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For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER	 ALLOTEE/S	

- Phase-1 ci , and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- ii. Discontinuance of the PROMOTER's business as a PROMOTER on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
  - b. In case of Default by PROMOTER under the conditions listed above, ALLOTTEE is entitled to the following:
    - i. Stop making further payments to PROMOTER as demanded by the PROMOTER. If the ALLOTTEE stops making payments, the PROMOTER shall correct the situation by completing the construction milestones and only thereafter the ALLOTTEE be required to make the next payment without any interest; or
    - ii. The ALLOTTEE shall have the option of terminating the Agreement in which case the PROMOTER shall be liable to refund the entire money paid by the ALLOTTEE under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within sixty days of receiving the termination notice:
- Provided that where an ALLOTTEE does not intend to withdraw from the "PROJECT" or terminate the Agreement, he shall be paid, by the PROMOTER, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the PROMOTER to the ALLOTTEE within Sixty days of it becoming due.
- c. The ALLOTTEE shall be considered under a condition of Default, on the occurrence of the following events:
    - i. In case the ALLOTTEE fails to make payments for 2(Two) consecutive demands made by the PROMOTER as per the Payment Plan annexed hereto, despite having been issued notice in that regard the ALLOTTEE shall be liable to pay interest to the PROMOTER on the unpaid amount at the rate prescribed in the Rules;
    - ii. In case the ALLOTTEE/S fail/s to make payments inspite of demands made by the PROMOTER as per the Payment Plan annexed hereto in PART-C OF ANNEXURE-5 & ANNEXURE-1, the ALLOTTEE/S shall be liable to pay Interest to the PROMOTER on the unpaid amount at the prevailing State Bank of India highest marginal cost of lending rate plus 2 (two) percent and default by ALLOTTEE/S under the condition listed above continues for a period beyond 2 (two) months after notice from the PROMOTER in this regard;
    - iii. In case of default by the ALLOTTEE/S in compliance of the clauses stipulated relating to delivery of apartment;
    - iv. In the event of breach by the ALLOTTEE/S of any of the terms of the agreement and the same not being cured within a period of 30 (thirty) days' notice to that effect; and
    - v. In the event that ALLOTTEE/S or any persons claiming under him/her/them shall not, directly or indirectly, in any capacity or manner, make, express, transmit, speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative towards or in manner were to disparage, damage or tarnish the image of the PROMOTER as aforesaid, the PROMOTER shall notwithstanding any other remedy available under the applicable law, shall be entitled to call upon the ALLOTTEE/S to withdraw such act/statement/set right the damage through the same medium as the ALLOTTEE/S would have done, within 7 (seven) days from the date of service of notice to that affect and on the ALLOTTEE/S failure to comply with such demand by the PROMOTER, it shall amount to material breach of this Agreement on the part of ALLOTTEE/S consequent to which the PROMOTER shall be entitled to terminate this Agreement without any further notice and refund the amount paid by the ALLOTTEE/S without interest but after forfeiting Booking Deposit. Further the ALLOTTEE/S will have no right or claim against the PROMOTER and/or in respect of the Schedule 'B' Property and/or Schedule 'C' Apartment. The Parties hereto agree that on occurrence of any event as provided in this clause,

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For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER		 ALLOTEE/S

the PROMOTER shall notwithstanding any other remedy available under the applicable law, be entitled to terminate this Agreement as a breach of the ALLOTTEE/S in accordance with the terms of this Agreement.

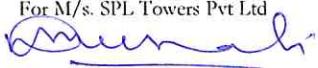
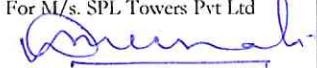
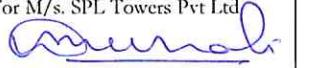
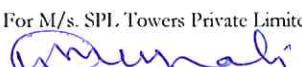
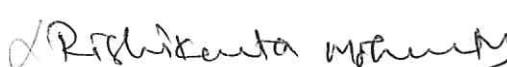
- vi. In case of Default by ALLOTTEE under the condition listed above continues for a period beyond 2(Two) months consecutive months after notice from the PROMOTER in this regard, the PROMOTER may cancel the allotment of the Apartment, in favour of the ALLOTTEE and refund the money paid to him by the ALLOTTEE by deducting the Booking Amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the PROMOTER shall intimate the ALLOTTEE about such termination at least thirty days prior to such termination.

**28. CONVEYANCE OF THE SAID APARTMENT:**

The PROMOTER, on receipt of Total Price of the [Apartment/)] as per 1.2 under the Agreement from the ALLOTTEE, shall execute a conveyance deed and convey the title of the [Apartment/)] together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the partial occupancy certificate / occupancy certificate and the completion certificate, as the case may be, to the ALLOTTEE. [Provided that, in the absence of local law, the conveyance deed in favour of the ALLOTTEE shall be carried out by the PROMOTER within 3 months from the date of issue of occupancy certificate]. However, in case the ALLOTTEE fails to deposit the stamp duty and / or registration charges within the period mentioned in the notice, the ALLOTTEE 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. In case the undivided share with regard to the common areas are to be conveyed or transferred to the association of owners as per any prevailing law, the cost of such transfer including stamp duty, registration charges and other expenses shall be borne by the ALLOTTEE/S and/or the association of owners.

**29. COMMON AREA OPERATION & MAINTENANCE (O & M) OF THE SAID BUILDING / APARTMENT / "PROJECT":**

- 29.1 The PROMOTER shall be responsible to provide essential services in the "PROJECT" till the taking over of the maintenance of the "PROJECT" by the association of the ALLOTTEE/S upon the issuance of the completion certificate of the "PROJECT". The cost of such maintenance has to be paid as and when the PROMOTER demand as detailed under ANNEXURE-1.
- 29.2 The payment of Maintenance Charges by the ALLOTTEE/S shall commence from 8<sup>th</sup> day computed from the date the PROMOTER has communicated to the ALLOTTEE/S of its readiness to handover the Schedule 'C' Apartment, irrespective of whether the ALLOTTEE/S take possession of the Apartment or not and that the PROMOTER shall be entitled to adjust the maintenance expenses out of the advance maintenance charges paid by the ALLOTTEE/S.
- 29.3 The ALLOTTEE/S shall be liable to pay for individual consumption of electricity, water and the property tax and further pay Core Maintenance Charges @ Rs.3.50/- (Rupees Three and Fifty Paise Only) per Sq.ft per month + GST on Super Built-up Area of Schedule 'C' Apartment towards Core Maintenance of the PHASE-1 of the PROJECT whether possession of Apartment is taken by the ALLOTTEE/S or not. Such amount shall be paid in advance for a period of 12 (Twelve) months towards Core Maintenance services as per ANNEXURE-I of this Agreement.

For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.1)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.2)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for SPL)
For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER		

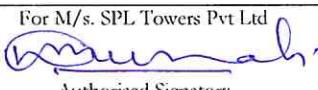
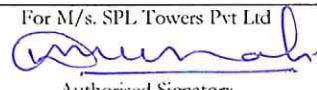
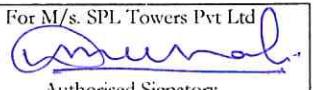
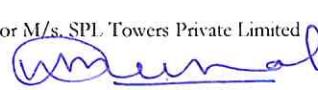
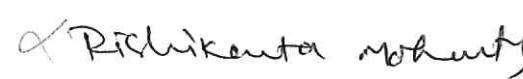
ALLOTEE/S

4 The PROMOTER or Agency or Maintenance Company as the case may be and the scope of above said Core Maintenance Charges covers the following:-

- a) Expenses for maintenance of lifts, pump sets, generators and other machineries, sanitary and electrical connections in the building and in the Project including the cost of Annual Maintenance Contract for these equipment's;
- b) Electricity consumption charges for operating all common services and lighting the common areas, basement and all open areas and water consumption charges of buildings and for facilities in the Project;
- c) Salaries and wages payable to the property manager, security guards, lift operators, plumbers, electricians, gardeners, pumps and generator operators and all other staff so appointed;
- g) Such other expenses, which are common in nature and not attributable to any unit/Apartment in particular but relates to the development in Schedule 'A' Property in general.
- h) All taxes payable, service charges and all other incidental expenses in general.
- i) The above excludes General Maintenance.

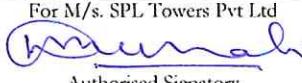
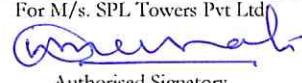
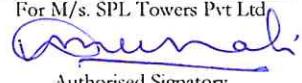
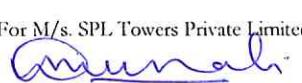
It is agreed that the Core Maintenance charges will be amortized every month from 8<sup>th</sup> day computed from the date the PROMOTER has communicated to the ALLOTTEE/S of its readiness of intimation of the readiness to handover the Schedule 'C' Apartment, irrespective of whether the ALLOTTEE/S take possession of the Apartment or not. In the event, the Core Maintenance charges are exhausted, that shall be replenished by the ALLOTTEE/S promptly for another period of 6 months or 1 year as the case may be with the resetting of the charges and scope .

- 29.6 That in addition to payment of the above Core Maintenance Charges mentioned under Para 29.3 above, the ALLOTTEE/S should also pay promptly the General Maintenance Charges (for upkeep and maintenance of PROJECT AMENITIES) periodically or as and when demanded by the PROMOTER or Agency or Maintenance Company as the case may be. The PROMOTER reserves the right to collect in advance once the Phase-1 Amenities or part thereof are detailed under the Annexure-2 of this Agreement are commissioned.
- 29.7 During the 12 (twelve) months of maintenance by the PROMOTER, in the event PROMOTER finds the aforesaid sums being insufficient to meet the common maintenance charges for any reason including in case of escalation in the cost of labour and other materials used for Common Area Maintenance, the PROMOTER is entitled to seek proportionate increase in Maintenance Charges during the course of 12 months' maintenance and thereafter.
- 29.8 After the expiry of one year, the ALLOTTEE/S shall continue to pay to the PROMOTER, the maintenance charges for the extended maintenance period as per demand by due date (any delay on payment of maintenance charges after the due date shall attract late payment charges at 18% p.a. for the due amount calculated every quarterly) till such time that maintenance activities are handed over to the Association of Apartment Owners. The PROMOTER is authorised to initiate necessary action by disconnecting essential services in case of late payments on extended maintenance period. Upon the Association of Apartment Owners taking up such activities, the terms and conditions of the maintenance activities may be finalized in a General Body meeting of the Association.
- 29.9 The PROMOTER reserves the right to appoint any person/agency/firm/body corporate to carry out the maintenance activities in respect of the residential complex till such time these services are handed over to the Association.
- 29.9.1 On being notified by the PROMOTER, the ALLOTTEE/S herein shall pay a sum of Rs.50,000/- (**Rupees Fifty Thousand Only**) as a onetime payment towards creating a Corpus Fund for carrying out any major repair/maintenance of the Residential Complex. On formation of the Association of Apartment Owners ("Association") and on handing over the Residential Complex to the Association, this amount (**without interest**) shall be transferred to the Association by the PROMOTER. The transfer of the Corpus Fund is subject to a resolution being passed by the General Body of the Association formed under the Karnataka Apartment Ownership Act, 1972, requesting the PROMOTER to transfer the corpus fund to the Association.

For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.1)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.2)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for SPL)
For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER	 ALLOTEE/S	

**30. DEFECT LIABILITY:**

- 30.1 The PROMOTER is constructing the building and the Apartment/s with good workmanship using standard and approved materials, labour, tools, scaffoldings, ladders, materials, machinery and stores and other equipment's required for the purpose of construction of the Apartment, and by appointing contractors, engineers, supervisors, workmen and such other persons so required. The PROMOTER shall take all steps and do all acts for the completion of the development of the Schedule 'C' Apartment.
- 30.2 The defect liability period in respect of, in case any structural defect or workmanship, quality or provision of services not being wear and tear and not being improper use of the units by ALLOTTEE/or its nominee shall be for a period of not exceeding 5 (five) years from the date of the PROMOTER informing ALLOTTEE/S the date of completion of Schedule 'C' Apartment and/or handing over of the Schedule 'C' Apartment and/or obtaining occupancy certificate from the statutory authorities, whichever is earliest. It is however agreed by the ALLOTTEE/S that from the date of handing over of the possession of the Schedule 'C' Apartment and till completion of the Defect Liability Period, the ALLOTTEE/S shall maintain the Schedule 'C' Apartment in the same state and condition in which it will be handed over to the ALLOTTEE/S by the PROMOTER. Further, the ALLOTTEE/S shall, not during such period change/ amend/ modify or carry out any repairs/ renewals in the Schedule 'C' Apartment in any manner whatsoever. All defects that are caused due to normal wear and tear, abuse and improper usage / negligence /omission/act/commission on the part of the ALLOTTEE/S others, is excluded from this clause and for which the PROMOTER are neither liable nor responsible. Additionally, in relation to all moveable's and fixtures forming part of the Specifications of the Schedule 'C' Apartment have third-party vendor warranties and the same are to be assigned to the ALLOTTEE/S. A detailed list of all third-party vendor/manufacturers warranties in respect of the Schedule 'C' Apartment Specifications shall be handed over to the Association as and when it is formed in the "PROJECT".
- 30.3 The PROMOTER shall not be responsible for non-structural issues such as difference in shades of tiles, Tolerances as per IS and building codes, air pockets beneath tiles, Separation cracks/ gaps between non homogeneous building components, slopes considered for water drainage, reduction in carpet area due to plaster thickness and skirting. Minor tile chipping, places where welding is done, shall not be considered as defects. Defects arising from natural wear and tear/forced/ intentional/accidental damages do not come under the scope of maintenance under defect liability. Any defects or damages caused to glass, ceramic, vitrified, porcelain materials shall not come under the defect liability after accepting possession of the Schedule 'C' Apartment. The PROMOTER shall also not be liable and/or responsible for any manufacturing defects and/or shortcomings in any electrical and sanitary fittings in the Schedule 'C' Apartment which are subject matter of third-party vendor / manufacturers warranties.
- 30.4 The PROMOTER shall not be responsible for routine/non-structural cracks resulting from differential coefficient of thermal expansion, non-monolithic joints, seasoning effects, sweating of walls, etc., and such other defects caused due to normal wear and tear, abuse and improper usage.
- 30.5 Specific Exclusions to Defect Liability  
 In addition to the conditions listed in Clause 30.3 and 30.4 above, the PROMOTER during the aforesaid defect liability period shall not be liable if any defects arise as a result of (a) Alterations to the Specifications not performed by the PROMOTER, (b) Abuse of, or damage to, caused by third parties; (c) Improper use of the material and equipment other than for its intended purpose and (d) Failure by the ALLOTTEE/S to properly operate or maintain the works in the Schedule 'C' Apartment including monitoring or servicing equipment, if required by the Specifications.
- 30.6 Procedure for Rectification of Defects  
 The PROMOTER on being intimated about the occurrence of defects in respect of the Schedule 'C' Apartment shall within a period of 30 (thirty) days be required either by through the third party warranty vendor (or, in default, the PROMOTER) to take reasonable steps

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For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER	 ALLOTEE/S	

promptly to investigate the suspicion and make good any damage occasioned by the investigation in respect of the Schedule 'C' Apartment, without charge for the ALLOTTEE/S. Where, within the Defect Liability Period, it is shown that the defect which was reasonably suspected is in fact present, the third-party warranty vendor (or, in default the PROMOTER) shall promptly rectify the defect and make good any damage occasioned by the rectification, unless:

- (i) Rectifying the defect is wholly disproportionate in which case the PROMOTER or third-party warranty vendor may instead pay compensation; and/or
- (ii) The main adverse effect of the defect is a shortening of life expectancy of the property or a component of the property in which case the PROMOTER or third party warranty vendor may instead extend the defect liability period, at its sole discretion, or may pay compensation to the ALLOTTEE/S.

**30.7 Right to enter the Apartment for Repairs:**

The PROMOTER/Maintenance Agency/Owners' Association shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the ALLOTTEE/S agree/s to permit the PROMOTER/Maintenance Agency/Owners' Association to enter into the Schedule 'C' Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**31. FIRST CHARGE:**

The PROMOTER shall have the first lien and charge on the Schedule 'C' Apartment to be constructed by the PROMOTER under the terms of this Agreement and its Possession shall lie with the PROMOTER until all the payments are made to the PROMOTER by the ALLOTTEE/S under this Agreement.

**32. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

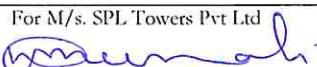
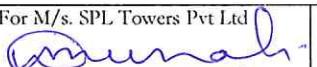
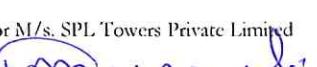
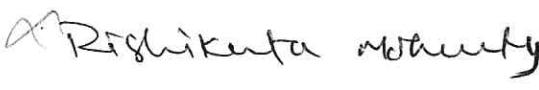
The PROMOTER/maintenance agency /association of ALLOTTEE shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the ALLOTTEE agrees to permit the association of ALLOTTEE/S and/or maintenance agency to enter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

**33. USAGE:**

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

**34. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- a. Subject to Para-30 above, the ALLOTTEE shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

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For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER	 ALLOTEE/S	

- b. The ALLOTTEE further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the "PROJECT", buildings therein or Common Areas. The ALLOTTEEs shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the ALLOTTEE shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The ALLOTTEE shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- c. 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 previously mentioned conditions.

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

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

**36. 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 under the Annexure-2 of this Agreement, except for as provided in the Act.

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

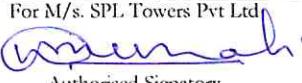
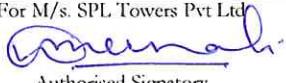
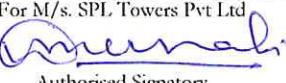
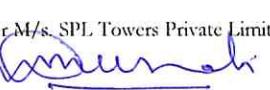
After the PROMOTER executes this Agreement he shall not mortgage or create a charge on the Apartment/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right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

**38. THE KARNATAKA APARTMENT OWNERSHIP ACT, 1972 and THE KARNATAKA OWNERSHIP FLATS (REGULATION OF THE PROMOTION OF THE CONSTRUCTION, SALE, MANAGEMENT AND TRANSFER) ACT, 1972:**

The PROMOTER has assured the ALLOTTEEs that the "PROJECT" in its entirety is in accordance with the provisions of the Karnataka Apartment of Ownership Act, 1972(Karnataka Act 17 of 1973) and the Karnataka Ownership Flats (Regulation of the Promotion of the Construction, Sale, Management and Transfer) Act, 1971. The PROMOTER showing compliance of various laws/regulations as applicable in the State of Karnataka and its revision thereafter from time to time.

**39. 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, the ALLOTTEE/S sign/s and deliver/s this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within thirty days from the date of receipt by the ALLOTTEE/S. If the ALLOTTEE/S fail/s to execute and deliver to the PROMOTER this Agreement within 30 (thirty) days from the date of its receipt by the ALLOTTEE/S, 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 the ALLOTTEE/S shall be treated as cancelled and the PROMOTER are entitled to forfeit the Booking Amount paid by the ALLOTTEE/S.

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For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER	 ALLOTEE/S	

#### ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/building, as the case may be. This Agreement supersedes any brochures, Letter of Offer/Payment Plan, any prior agreements and representations between the Parties, whether written or oral. Any such prior arrangements are cancelled as at this Date.

#### 41. 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.150/- (Rupees One Hundred and Fifty Only)** per square feet of the super built up / saleable area of the Schedule 'C' Apartment on every assignment of the Agreement. The PROMOTER may grant such sanction, provided at the time of such assignment, the ALLOTTEE/S/s has/have paid all amounts mentioned in this Agreement (and all other writings and Deeds that may be executed here with), in respect of the said Apartment. 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.
- b) In addition to above, the PROMOTER consent (if granted) to dispose, transfer or sale by way of assignment of the said Apartment 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 buyer(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.

#### 42. RIGHT TO REBUILD:

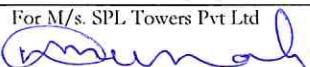
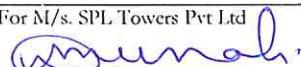
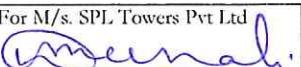
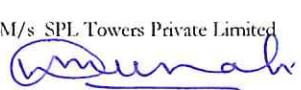
In the event of destruction of buildings in Schedule 'A' Property or any portions thereof, irrespective of whether such destruction is due to natural calamities, rioting, fire, inundation of water or natural deterioration due to aging or for any reason of whatsoever nature, the all Owners of Schedule 'A' Property shall together have the right to rebuild their respective apartments in the same place as is now situated, subject to taking required approvals and sanctions from the concerned authorities. If the total area sanctioned by the authorities is equivalent to the present area, then the ALLOTTEE/S will have the right to construct and own the same area as is owned by him prior to the date of destruction. However, if the area sanctioned is more/less, the ALLOTTEE/S will have right to construct and own only proportionate area. Whenever the Owners are rebuilding the buildings after such destruction, the foundations of new construction shall be of such that it shall support the number of floors, including the basement that existed prior to its destruction or demolition. All the Owners shall bear the cost of rebuilding in proportion to the area in their occupation, accordingly.

#### 43. RIGHT TO AMEND:

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

#### 44. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE OR SUBSEQUENT ALLOTTEES:

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

For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.1)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.2)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for SPL)
For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER	 ALLOTEE/S	

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

- a. The PROMOTER may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the ALLOTTEE in not making payments as per the Payment Plan [Annexure -1 and Part-C of Annexure -5] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the ALLOTTEE that exercise of discretion by the PROMOTER in the case of one ALLOTTEE shall not be construed to be a precedent and /or binding on the PROMOTER to exercise such discretion in the case of other ALLOTTEEs.
- b. 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.

**46. 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.

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

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

**48. FURTHER ASSURANCES:**

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

**49. PLACE OF EXECUTION:**

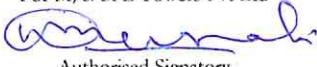
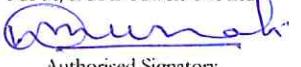
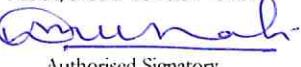
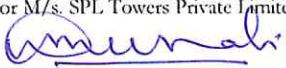
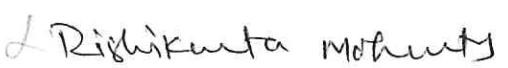
The execution of this Agreement shall be complete only upon its execution by the PROMOTER through its authorized signatory at the PROMOTER's Office, or at some other place, which may be mutually agreed between the PROMOTER and the ALLOTTEE, after the Agreement is duly executed by the ALLOTTEE and the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

**50. NOTICES:**

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

Mr. Rishikanta Mohanty \_\_\_\_\_ Name of ALLOTTEE

29, 36, Muneswara Layout, 1st Cross, Near Govt (ALLOTTEE Address)  
High School, Malathalli, Bangalore - 560037

For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.1)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.2)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for SPL)
For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER	 Allottee/S	

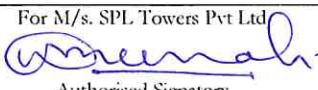
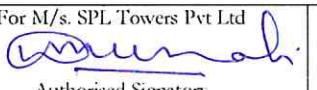
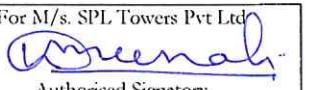
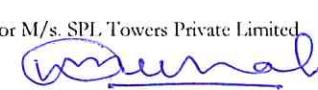
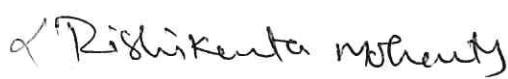
SPL Towers Private Limited

No. 31, 2<sup>nd</sup> Main Road, T.Chowdaiah Road,  
 Sadashivanagar, Bengaluru- 560080

- 50.2 It shall be the duty of the ALLOTTEE and the PROMOTER to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the PROMOTER or the ALLOTTEE, as the case may be.
- 50.3 Any notice or correspondence to be sent to any party under this Agreement shall be addressed and sent to their respective addresses mentioned in this Agreement and such notices and correspondence are deemed to have been served on the parties if addressed and sent by Courier or by personal delivery or registered post acknowledgement due and not in any other form. The correspondence by electronic mail will not be treated as prior notice. The party sending notice/correspondence is not responsible for non-delivery due to change in the address if the party changing the address has not intimated in writing the change of address.
- 50.4 In case there are joint Owners all communications shall be sent by the PROMOTER to the member whose name appears first and at the address given by such member who shall for all intents and purposes be considered as properly served on all the members.
51. **COMMUNICATION:-** The ALLOTTEE/S shall communicate their issues/queries/suggestions/grievances to PROMOTER through E-Mail “customer.helpdesk@shriramproperties.com” created for this “PROJECT” AND/OR through letter addressed to PROMOTER administrative Address:  
 Customer Care Department,  
 No. 31, 2nd Main Road, T.Chowdaiah Road,  
 Sadashivanagar, Bengaluru- 560080.  
 If the ALLOTTEE/S communicate other than the above-mentioned address OR E-Mail ID, then the PROMOTER is not liable for attending the issues/queries/ suggestions/ grievances of the ALLOTTEE/S. The PROMOTER should reply/communicate the same in the above-mentioned E Mail ID only and if reply given by PROMOTER and/or by its Employees other than the above E mail ID, then the PROMOTER is not liable for the same.

52. **EVENTS RELATING TO FORCE MAJEURE:**

Notwithstanding the definition of Force Majeure in Definitions of (j) above, the ALLOTTEE/S agree/s that in case the PROMOTER is unable to complete the PHASE-1 and/or deliver the apartment to the ALLOTTEE/S for his/her/ their occupation and use due to (a) any legislation, order or rule or regulation made or issued by the Government or any other authority; or (b) if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for any reason whatsoever, or (c) if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject of any suit/ writ before a competent court, or (d) due to flood, other natural disasters, war, insurrection, pandemic, Government sanctioned Lockdown, epidemic, revolution, riot, terrorist attack, governmental restrictions or so forth which are beyond the reasonable control of the PROMOTER, (e) non-availability of sand, cement, jelly, labour or critical items or (f) any other circumstances beyond the control of the PROMOTER or its officials, then the PROMOTER shall not be liable or responsible for delivery and in the event of cancellation of this Agreement by any party, the PROMOTER shall only be obliged to refund the amounts received from the ALLOTTEE/S without any interest within 60 (sixty) days of termination.

For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.1)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.2)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for SPL)
For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER	 ALLOTTEE/S	

**53. JOINT ALLOTTEES:**

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

**54. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the ALLOTTEE, in respect of the apartment, ) or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, ) or building, as the case may be, shall not be construed to limit the rights and interest of the ALLOTTEE under the Agreement of Sale or under the Act or the rules or the regulations made thereunder.

**55. 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.

**56. DISPUTE RESOLUTION:**

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

**57. 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.

**58. AMENDMENT:**

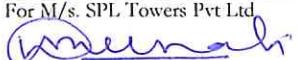
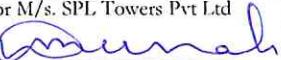
No Decision or exercise of discretion/judgment/opinion/ approval of any matter arising out of or contained in this Agreement shall have the effect of amending this Agreement. This Agreement shall be amended only by a written document executed between the parties.

**59. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY:**

All drawings, plans and specifications furnished to the ALLOTTEE/S will remain the exclusive property of the PROMOTER until "PROJECT" is completed.

**60. DEFINITION AND INTERPRETATION:**

Unless the context otherwise requires, the definitions and the interpretation shall have the meaning set forth in the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) and the corresponding Rules;

<p>For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.1)</p>	<p>For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.2)</p>	<p>For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for SPL)</p>
<p>For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER</p>	<p> ALLOTTEE/S</p>	

#### SEVERABILITY:

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either of the parties from any, relevant competent authority, the parties shall:

- Amend that provision in such reasonable manner as to achieve the intention of the parties without illegality, or
- At the discretion of the parties, such provision may be severed from this Agreement.
- The remaining provisions of this Agreement shall remain in full force and effect unless the parties decide that the effect of such declaration is to defeat the original intention of the parties.

#### 62. RULES OF INTERPRETATION:

This Agreement shall be interpreted in accordance with the settled canons of interpretation of contracts subject to the following: -

- Words importing one gender shall be construed as importing any other gender.
- Words importing the singular include the plural and vice versa.
- References to persons mean and include natural and artificial persons like bodies corporate and vice versa.
- Save where the context otherwise requires, all obligations given or undertaken by more than one person in the same capacity are given or undertaken by them jointly or severally.
- The division of this Agreement into Clauses and Schedules and insertion of headings in this Agreement are only for ease of reference and convenience and shall not impact the construction or interpretation of any provision of this Agreement.

#### 63. CUSTODY:

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

#### SCHEDULE 'A' PROPERTY

##### Item No. 1:

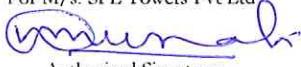
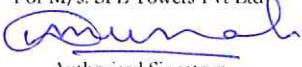
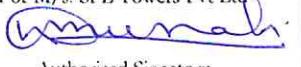
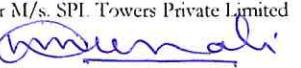
All that piece and parcel of the residentially converted land bearing Survey No.90/1 in all measuring 1 Acre 22 guntas (now Sy.No.90/1 measuring 36 guntas and Survey No.90/6 measuring 26 guntas) converted vide Order passed in Official Memorandum bearing No. ALN(EBK)/SR 84/2012-13 dated 28.2.2013 and Order bearing No. ALN(EBK).SR 65/2012-13 dated 28.2.2013 passed by the Deputy Commissioner, Bangalore District, Bangalore situated at Bommenahalli village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore District and bounded on:

- East by : Land in Survey Nos.121/1 and 121/2 and portion of land in Survey Number 90/5 (Old Survey Number 90/1);  
 West by : Land in Survey No.90/2;  
 North by : Land belonging to Chikka Muniyappa;  
 South by : Land in Survey No.126/1 and portion of land in Survey No.90/5 (Old Survey Number 90/1);

##### Item No. 2:

All that piece and parcel of the residentially converted land in Survey No.90/2, measuring 1 Acre 26 guntas duly converted from agricultural to non-agricultural residential purposes vide the Order dated 31.05.2019 bearing No. 81 passed by the Deputy Commissioner, Bangalore District, Bangalore situated at Bommanahalli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore and bounded by:

- East by : Land belonging to Sri. Juttappa(in Sy.No.90/1);  
 West by : Road & land belonging to Sri. B.C. Kempiah;  
 North by : Thoti Enamthi land (Private Property Sy.No.88 & 89);  
 South by : Land belonging to Smt. Mariyamma (in Sy.No.126/1).

For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.1)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.2)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for SPL)
For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER	 ALLOTEE/S	

**Item No. 3:**

All that piece and parcel of the residentially converted land bearing Survey No.90/5 (old Survey No.90/1) measuring 10 guntas converted vide Order dated 18.4.2017 bearing No. ALN(EBK) SR 44/2016-17 passed by the Deputy Commissioner, Bangalore District, Bangalore situated at Bommenahalli village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore District and bounded on:

- East by : Land in Survey No.121/2;
- West by : Remaining portion of Land in Survey No.90/1;
- North by : Remaining portion of Land in Sy.No.90/6 (earlier portion of Sy.No.90/1);
- South by : Remaining Land in Survey No.126/1.

**Item No. 4:**

All that piece and parcel of the residentially converted land bearing Survey No.121/1 measuring 30 guntas converted vide Order dated 15.9.2012 bearing No. ALN(EBK)/SR 13/2012-13 passed by the Deputy Commissioner, Bangalore District, Bangalore situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore District and bounded on:

- East by : Road (Sy.No.123/2);
- West by : Land in Survey No.90/6 (Old Sy.No.90/1);
- North by : Land in Survey No.88 (Private Property);
- South by : Land in Survey No.121/2.

**Item No. 5:**

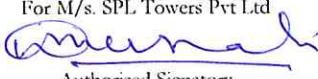
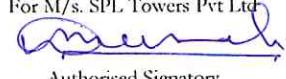
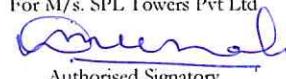
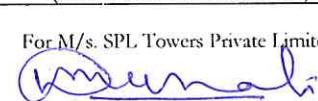
All that piece and parcel of the residentially converted land in Survey No.121/2 measuring 1 acre 36 guntas converted vide Order dated 17.1.2005 bearing No. BDS.ALN(E) VB.SR 325/04-05 passed by the Deputy Commissioner, Bangalore District, Bangalore situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore and bounded on:

- East by : Land in Survey No.123/2;
- West by : Land in Survey No.90/5 and 90/6 (Old Sy.No.90/1);
- North by : Land in Survey No.121/1;
- South by : Remaining land in Survey No.121/2.

**Item No. 6:**

All that piece and parcel of the residentially converted land in Survey No.121/2 measuring 10 guntas converted vide Order dated 20.7.2012 bearing No. ALN(EB)K.SR 64/11-12 passed by the Deputy Commissioner, Bangalore District, Bangalore situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore and bounded on:

- East by : Remaining land in Survey No.121/2;
- West by : Land in Survey No.90/1;
- North by : Remaining land in Survey No.121/2;
- South by : Remaining land in Survey No.121/2.

<p>For M/s. SPL Towers Pvt Ltd            Authorised Signatory          (GPA Holder for Owner No.1)</p>	<p>For M/s. SPL Towers Pvt Ltd            Authorised Signatory          (GPA Holder for Owner No.2)</p>	<p>For M/s. SPL Towers Pvt Ltd            Authorised Signatory          (GPA Holder for SPL)</p>
<p>For M/s. SPL Towers Private Limited            Authorised Signatory          PROMOTER</p>	<p>          ALLOTTEE/S</p>	

**Item No. 7:**

All that piece and parcel of the residentially converted land bearing Survey No.121/2 measuring 10 Guntas converted from agricultural to non-agricultural residential purposes vide the Order dated 24.05.2019 bearing No. ALN(EBK) S.R/02/2016-17 passed by the Deputy Commissioner, Bangalore District, Bangalore situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore and bounded on:

- East by : Land in Survey No.123/2;
- West by : Remaining portion of land in Survey No.121/2;
- North by : Remaining portion of land in Survey No.121/2;
- South by : Remaining portion of land in Survey No.122/2.

**Item No. 8:**

All that piece and parcel of the residentially converted land in Survey No.122/2 measuring 33½ guntas converted vide Order dated 30.3.2005 bearing No. BDS.ALN(E).VB SR 474/04-05 issued by the Deputy Commissioner, Bangalore District, Bangalore situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore and bounded on:

- East by : Property belongs to Sri. Moogappa;
- West by : Property belongs to Sri. Jutappa;
- North by : Property belongs to Sri. Veerappa;
- South by : Government Oni.

**Item No. 9:**

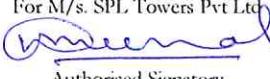
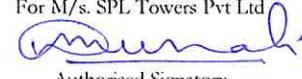
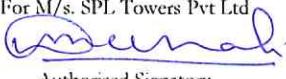
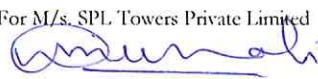
All that piece and parcel of the residentially converted land in Survey No.122/2 measuring 20 guntas converted vide Order dated 25.10.2005 bearing No. BDS.ALN(E).VB SR 94/05-06 passed by the Deputy Commissioner, Bangalore District, Bangalore situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore and bounded on:

- East by : Land in Survey No.122/1;
- West by : Remaining portion of Survey No.122/2;
- North by : Land in Survey No.121;
- South by : Land in Survey No.96.

**Item No. 10:**

All that piece and parcel of the residentially converted land in Survey No.122/2 measuring 26 ½ guntas converted vide Order dated 25.10.2005 bearing No. BDS.ALN(E) VB.SR 93/05-06 issued by the Deputy Commissioner, Bangalore District, Bangalore situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore and bounded on:

- East by : Remaining portion of land in Survey No.122/2;
- West by : Land in Survey No.96;
- North by : Land in Survey No.121;
- South by : Land in Survey No.96.

For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.1)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.2)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for SPL)
For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER		ALLOTEE/S

**Item No. 11:**

All that piece and parcel of the residentially converted land in Survey No.123/2 measuring 1 acre 16 guntas converted vide Order dated 30.3.2005 bearing No. BDS.ALN(E). VB SR 475/04-05 passed by the Deputy Commissioner, Bangalore District, Bangalore situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk and bounded as follows:

- East by : Property belonging to Dodda Giriappa;
- West by : Property belonging to ChikkaMuniyappa;
- North by : Property belonging to Chikka Muniyappa;
- South by : Property belonging to Venkataramaiah.

**Item No. 12:**

All that piece and parcel of the residentially converted land in Survey No.126/1 measuring 1 acre 20 guntas (excluding 10 guntas kharab) vide Order dated 17.2.2009 & 28.03.2014 bearing No. ALN(P).B/SR 83/2007-08 issued by the Deputy Commissioner, Bangalore District, Bangalore situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk and bounded on:

- East by : Hanumantharayappa's property/ Land in Survey No.96;
- West by : Road and remaining property of B.Rudrappa;
- North by : Venkataramanappa's land/Land in Survey No.90;
- South by : Remaining land in Survey No.126/1 belonging to Smt. Gowramma.

**: SCHEDULE 'B' PROPERTY:**

**(UNDIVIDED RIGHT, TITLE, INTEREST AND OWNERSHIP IN SCHEDULE 'A' PROPERTY AGREED TO BE SOLD ARE MOREFULLY DESCRIBED/DETAILED UNDER THE PART-B OF ANNEXURE-5 OF)**

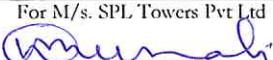
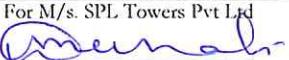
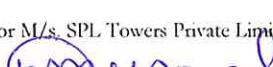
**Undivided Share** in right, title, interest and ownership in Schedule 'A' Property proportionate to the Schedule 'C' Apartment as provided in the Declaration of Apartment Owners.

**ALONG WITH**

Undivided share, right, title, interest and ownership in a proportionate share of the built-up Common Areas as provided in the Declaration of Apartment Owners.

**: SCHEDULE 'C' APARTMENT:**

**(DESCRIPTION OF APARTMENT AGREED TO BE SOLD ARE MOREFULLY DESCRIBED/DETAILED UNDER THE PART-B OF ANNEXURE-5)**

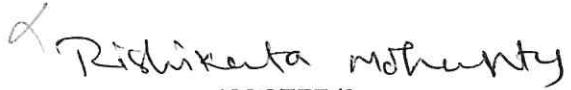
For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.1)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.2)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for SPL)
For M/s. SPL Towers Private Limited  Authorised Signatory <b>PROMOTER</b>	J. Rishikanta Mohanty	ALLOTEE/S

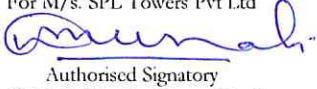
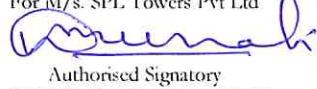
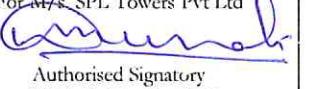
IN WITNESS WHEREOF THE PARTIES ABOVENAMED HAVE SIGNED AND EXECUTED THIS AGREEMENT FOR SALE ON THE DA Y, MONTH AND YEAR FIRST ABOVE WRITTEN:

For M/s. SPL Towers Pvt Ltd	For M/s. SPL Towers Pvt Ltd	For M/s. SPL Towers Pvt Ltd	
			
Authorised Signatory (GPA Holder for Owner No.1)		Authorised Signatory (GPA Holder for Owner No.2)	
OWNERS		SPL / AGREEMENT HOLDER	

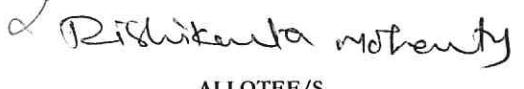
For M/s. SPL Towers Private Limited

Authorised Signatory <b>PROMOTER</b>

 ALLOTEE/S	
<b>WITNESSES:</b>	
1.  Sri Selva Kumar Sadashivanagar Bangalore	2.  Sh Shivraju Sadashivanagar Bangalore

For M/s. SPL Towers Pvt Ltd 	For M/s. SPL Towers Pvt Ltd 	For M/s. SPL Towers Pvt Ltd 
Authorised Signatory (GPA Holder for Owner No.1)	Authorised Signatory (GPA Holder for Owner No.2)	Authorised Signatory (GPA Holder for SPL)

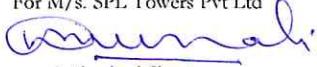
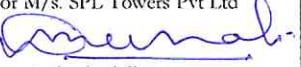
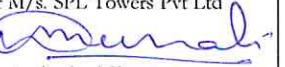
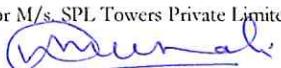
For M/s. SPL Towers Private Limited 	 ALLOTEE/S
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ANNEXURE-1

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

A)	Approximate cost towards providing internal Electrification and Water Supply and Sewage Treatment Plant (STP) (Exclusive of GST or such other taxes as may be levied by the Government):	Rs.180/- (Rupees One Hundred and Eighty Only) per Sq.ft. of Super Built-up Area.  (a) This cost is towards internal infrastructure for providing electricity and initial deposits to be made to the BESCOM/KPTCL. In case of upward revision of charges and deposits, the same shall be borne and paid by the Allottee/s through the Promoter to the Authority.  (b) And also this cost is towards internal infrastructure, initial deposits for providing water supply. However, as and when the BWSSB provides the water the necessary charges, deposits impact fee (if any), betterment charges (if any) has to be borne and paid by the Allottee/s to the BWSSB, through the Promoter.
B)	Club House Membership Fee (Exclusive of GST or such other taxes as may be levied by the Government):	Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only)  Club House Membership fee is a onetime non-refundable/non-transferable charges. Usage fee if decided by the Association at a later date is to be paid by the Allottee/s. Till handing over Residential Complex to Association no usage fee is charged.
C)	a) Core Maintenance Charges @ Rs.3.50/- per sq.ft (Exclusive of GST or such other taxes as may be levied by the Government) per month on Super Built-up Area of the Schedule 'C' Apartment for 12 months:	To be paid for a period of 12 months advance computed from 8 <sup>th</sup> day computed from the date the PROMOTER has communicated to the ALLOTTEE/S of its readiness lines of the handover of the Schedule 'C' Apartment. After the expiry of 12 months, maintenance charges will be paid as per the demand by the PROMOTER or its Agency until the Residential Project is handed over to the duly constituted Apartments Owners Association in accordance with Karnataka Apartment Ownership Act 1972.  At Actuals, the same needs to be paid by the ALLOTTEES/S periodically or
	b) General Maintenance Charges (Exclusive of GST or such other taxes as may be levied by the Government) per month on Super Built-up Area of the Schedule 'C' Apartment	as and when demanded by the PROMOTER or Agency or Maintenance Company as the case may be until the Residential Project is handed over to the duly constituted Apartments Owners Association in accordance with Karnataka Apartment Ownership Act 1972.
D)	Corpus /Sinking Fund:	Rs.50,000/- (Rupees Fifty Thousand Only)
E)	Stamp Duty and Registration charges as applicable on the day of registration:	At Actuals to be paid by the Allottee/s
F)	Stamp duty for Agreements :	At Actuals to be paid by the Allottee/s

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

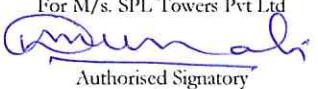
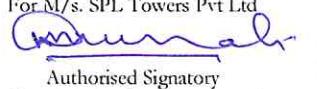
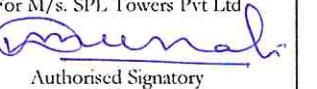
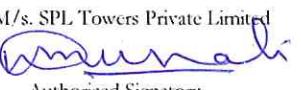
For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.1)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.2)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for SPL)
For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER		ALLOTEE/S

ANNEXURE -2

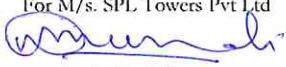
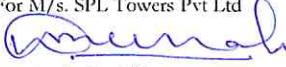
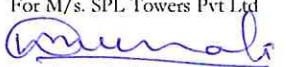
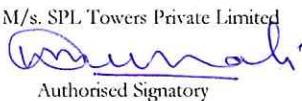
(PHASE-1)

I. SPECIFICATIONS:

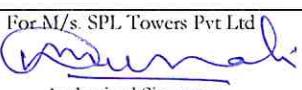
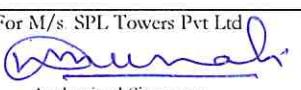
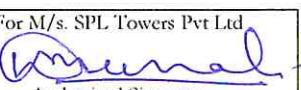
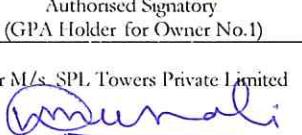
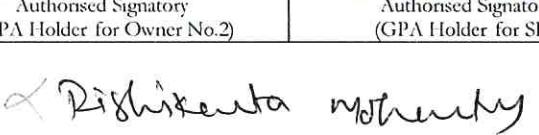
SL. No	Description	2 BHK, 2+study / 3 BHK
1	<b>Sub Structure</b>	Isolated / Raft
2	<b>Super structure</b>	Framed structure (Complete RCC wall & Slab System)
3	<b>Walls</b>	Aluminium formwork (MIVAN / Eq.)
(a)	External wall	160mm thick RCC walls
(b)	Internal wall	160mm thick RCC walls
(c)	Staircase & Lift walls	160 / 200mm thick RCC walls
	<b>Note:- No Internal &amp; External Plastering.</b>	
4	<b>Flooring</b>	
(a)	Foyer, Living, Dinning & Bed rooms	Vitrified tiles
(b)	Master Bed Room	Vitrified tiles
(c)	Kitchen	Vitrified tiles
(d)	Toilet	Anti-Skid Ceramic tiles
(e)	Kitchen dado upto 2'0" height & Upto sill Level in Utility.	Ceramic tiles
(f)	Toilet wall dado up to False ceiling	Ceramic tiles
(g)	Utility	Anti-Skid Ceramic tiles
(h)	Balcony	Anti-Skid Ceramic tiles
	<b>Common Area</b>	
(i)	Corridor / Passage	a). Stilt / Ground floor / Basement - Granite flooring. b). Upper floors - Vitrified tiles.
(k)	Staircase (Fire/Common)	Anti-Skid Ceramic tile for Tread and Riser finished with Enamel Painting.
5	<b>Kitchen Counter</b>	Granite
	Toilets	False ceiling - PVC or Eq.
6	<b>Lift Cladding</b>	Combination of Granite & Textured paint
7	<b>Door Frames &amp; Shutters</b>	
(a)	Entrance	Engineered Wooden doors with ornamental beeding & Polishing.
(b)	Others	Engineered Wooden laminated doors
8	<b>Windows</b>	UPVC with bug mesh
	Ventilators	UPVC
9	<b>Railings &amp; Grills</b>	

For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.1)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.2)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for SPL)
For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER		ALLOTEE/S

	Staircase	MS railings
	Balcony	MS railings
	Utility	MS Grills
<b>10</b>	<b>Painting</b>	
(a)	Internal	OBD paint for internal walls and ceilings & Common areas.
(b)	External	Texture - 60% & Exterior Acrylic paint (40%)
(c)	Entrance Door	PU Polished
(d)	Fabrication works	Synthetic Enamel
<b>11</b>	<b>Sanitary Ware</b>	
(a)	EWC	Standard White colour sanitary fittings
(b)	WHB	Standard White colour wash basin
<b>12</b>	<b>Sinks</b>	
	Kitchen & Utility	2 BHK - SS Single bowl 3 BHK - SS Single bowl in kitchen & SS Single bowl with Single drain board in utility.
<b>13</b>	<b>CP Fittings for Toilets &amp; Kitchen</b>	
(a)	Fittings and fixtures	Standard CP fittings
(b)	Bath mixer	Single lever diverter
(c)	Sink	Long body / Angularcock for Aquaguard
<b>14</b>	<b>Water Pipe Line</b>	PPR, CPVC, UPVC
	<b>Sanitary</b>	PVC, UPVC - SWR grade , Agri pipes
<b>15</b>	<b>Electrical</b>	
(a)	<b>Points</b>	
	Light/fan/socket	As per drawing
	AC point	Master Bed room only
	T.V & Telephone Points	Master Bed room & Living Area
	Geyser Point	All Toilets
(b)	Wiring	Concealed conduit, Copper wiring
(c)	Switch/Socket	Modular Type
(d)	DG Back up	500 Watts
(e)	Power (BESCOM)	As per BESCOM Standard Norms.
II.		

For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.1)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.2)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for SPL)
For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER		ALLOTEE/S

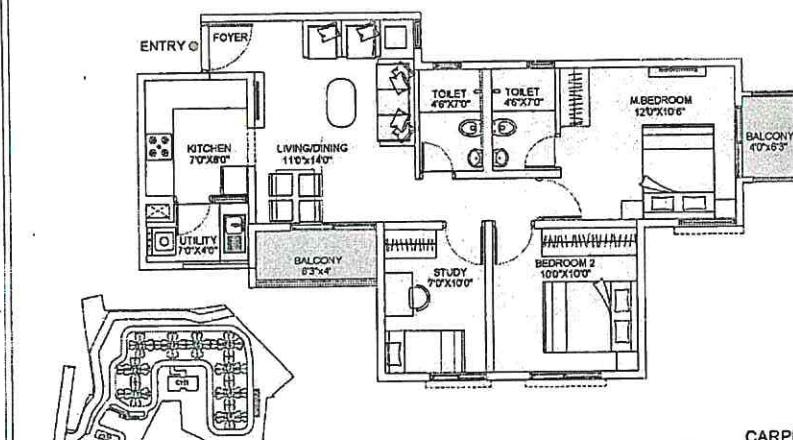
<b>A. PROJECT FACILITIES (Common for all allottee/s in the Project)</b>	
(a) 100% DG Backup for Common Areas	Corridor / Passage, Lifts, STP, Pumps, etc.,
(b) STP	As per New NBC Norms
(c) Rain Water harvesting	As per Norms
(d) Lifts	Adequate capacity branded lifts
(e) Intercom	All flats
(f) Fire fighting System	As per New NBC Norms
<b>B PHASE-1 FOR TOWER-1, 2 &amp; 3 FACILITIES:- (Common for all allottee/s in the Project)</b>	
Guard House Arrival Plaza Driveway with Bicycle Track Drop off Plaza Movable Screen Multi Use Lawn Amphitheatre BBQ Deck Buffer Planting Surface Car Parking Landscaped Seating court Giant Board Games	Toddlers Play Area Senior Citizens Court Community Plaza with Palm Court Kids Play Area Jogging Track Existing 12-Meter-Wide Road Cycle Dock Points Taxi Pickup / Drop points SWM TC Yard -1 Organic Waster Converter DG Yard – 1 STP Below
<b>C PHASE-1 FOR TOWER-4 &amp; 5 FACILITIES: (Common for all allottee/s in the Project)</b>	
Driveway with Bicycle Track Drop off Plaza Landscaped Seating court Senior Citizens Court	Community Plaza with Palm Court Butterfly trail Existing 12-Meter-Wide Road Taxi Pickup / Drop points
<b>III PROJECT AMENITIES (Common for all allottee/s in the Project)</b>	
Club House-1	Club House-2
Multipurpose hall /mini Theater	Banquet hall
Billiards	Landscape Terrace
Foot Ball table	Supermarket provision
Table Tennis	Clinic provision
Badminton court	Creche
Music/ Jamming room	Open Terrace area
Dance/Zumba/Yoga	
Gymnasium	
Swimming pool	
Pool Deck	
Café/ Magazine Lounge / Coworking	

For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.1)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.2)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for SPL)
For M/s. SPL Towers Private Limited  Authorised Signatory PROMOTER		ALLOTEE/S



ANNEXURE-4  
FLOOR PLAN OF APARTMENT

**NOTE:**  
 1. These drawings are for marketing purpose only. All dimensions mentioned are clear between walls excluding plaster and finishes.  
 2. Shafts, columns doors & window sizes are subject to change based on drawing development & statutory approvals.  
 3. Policy of continual attention to detail & construction requires that some revisions may be made by architect or developer during the process of development.  
 4. Window sizes and location vary with exterior design & specifications.  
 5. Furniture arrangement is tentative to indicate location of electrical points.  
 6. Furniture is not a part of standard apartment.



**TOWER- 1**  
**2 BHK+STUDY TYPE 1 UNIT PLAN**  
**FLAT NO.**  
 T1-004  
 T1-104  
 T1-204  
 T1-304  
 T1-404  
 T1-504  
 T1-604  
 T1-704  
 T1-804  
 T1-904  
 T1-1004  
 T1-1104  
 T1-1204  
 T1-1304  
 T1-1404

CARPET AREA : 62.495 Sq.mt ( 672.69 sqft )  
 BALCONY AREA : 5.258 Sq.mt ( 56.60 sqft )  
 SALEABLE AREA : 98.01 Sq.mt ( 1055.00 sqft )

ARCHITECTS:  

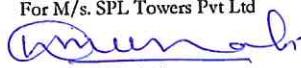
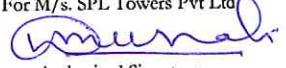
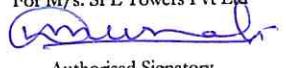
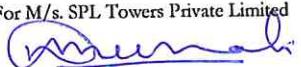
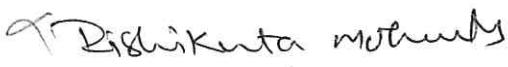

DEVELOPER:  
 **SPL TOWERS PVT.LTD**  
Homes that live in you

**SHIRRAM WYT FIELD**

ANNEXURE-3

COMMON AREAS OF THE PROJECT

- Lifts & Staircases
- Corridors/Passages /Lobbies
- Electrical, Communication & Fire shafts
- Staircase headroom & Lift Machine room
- Lobby area in Basement / Stilt level
- Security cabins

For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.1)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for Owner No.2)	For M/s. SPL Towers Pvt Ltd  Authorised Signatory (GPA Holder for SPL)
For M/s. SPL Towers Private Limited  Authorised Signatory <b>PROMOTER</b>	 <b>ALLOTEES/S</b>	



### ANNEXURE 5

#### Part A-Purchaser/s Details

Applicant Name	Mr.	Rishikanta Mohanty	Age	30 Years	S/o	Mr.	Binayaka Mohanty	PAN	BSUPM0651E
Co-Applicant Name			Age	Years				PAN	
Address	29,36, Muneswara Layout, 1st Cross, Near Govt. High School, Marathahalli, Bangalore - 560037								

#### Part B -Description of Schedule "B"-Property

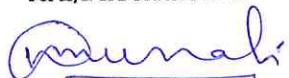
UDS %	%	0.1782%
<b>Description of Schedule "C"-Apartment</b>		
Unit	No.	01.12.04
Tower	No.	TOWER-01
Floor		12TH FLOOR
Unit Type		2.5 BEDROOM TYPE-I
Carpet Area	Sq.Mtrs	62.50
Carpet Area	Sq.ft	672.70
Super Built-up Area	Sq.Mtrs	98.01
Super Built-up Area	Sq.ft	1055.00
Balcony	Sq.Mtrs	5.26
Balcony	Sq.ft	56.60
East By		OPEN SPACE
West by		LOBBY
North By		LOBBY
South by		OPEN SPACE
Car Parking	No.	One
		Covered

#### Part C-Payment Schedule

Sale Consideration Value	Rs.	<45,45,399.00	Amount Received Till Date (excl. taxes)	Rs.	✓ 2,49,524.00
SL. No.	Payment Schedule	%	Amount Payable *	Amount Paid *	Balance Amount Payable *
1	On Booking Amount (incl. EOI amount)	9.9%	4,49,995	✓ 2,49,524	2,00,471
2	On Execution of Agreement	10.10%	4,59,085	-	4,59,085
3	On Commencement of Foundation	10%	4,54,540	-	4,54,540
4	On Commencement of Upper Basement Slab	10%	4,54,540	-	4,54,540
5	On Commencement of 1st Floor Slab	10%	4,54,540	-	4,54,540
6	On Commencement of 4th Floor Slab	10%	4,54,540	-	4,54,540
7	On Commencement of 7 <sup>th</sup> Floor Slab	10%	4,54,540	-	4,54,540
8	On Commencement of 10 <sup>th</sup> Floor Slab	10%	4,54,540	-	4,54,540
9	On Commencement of 14th Floor	5%	2,27,270	-	2,27,270
10	On Completion of Flooring	5%	2,27,270	-	2,27,270
11	On Completion of Painting	5%	2,27,270	-	2,27,270
12	On offer of Possession / Registration	5%	2,27,270	-	2,27,270
	Total :-	100%	✓ 45,45,399	✓ 2,49,524	42,95,875

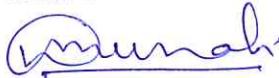
\* GST or any other taxes or levies as may be levied by the Government to be paid along with the respective installment/s at applicable rate on demand.

For M/s. SPL Towers Pvt Ltd



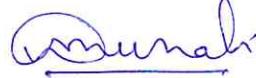
Authorised Signatory  
(GPA Holder for Owner No.1)

For M/s. SPL Towers Pvt Ltd



Authorised Signatory  
(GPA Holder for Owner No.2)

For M/s. SPL Towers Pvt Ltd



Authorised Signatory  
(GPA Holder for SPL)

For M/s. SPL Towers Private Limited



Authorised Signatory  
PROMOTER

ALLOTEE/S

47

