



INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.	IN-KA64104285552539R
Certificate Issued Date	29-Mar-2019 11:03 AM
Account Reference	SHCIL (P) vs. SHCIL JC ROAD KA-5A
Unique Doc. Reference	SHCIL-KA-5A-SHCIL99040782100563R
Purchased by	SHARICA BEGUM C AND BEHBA HUSSAINA S
Description of Document	Article 5 Agreement relating to Sale of Immovable property
Description	SALE AGREEMENT
Consideration Price (Rs.)	2,55,19,580 (Two Crore Fifty Five Lakh Nineteen Thousand Six Hundred And Fifty only)
First Party	GOYAL HARIYAMA REALTY
Second Party	SHARICA BEGUM C AND BEHBA HUSSAINA S
Stamp Duty Paid By	SHARICA BEGUM C AND BEHBA HUSSAINA S
Stamp Duty Amount (Rs.)	20,000 (Twenty Thousand only)

Authorized Signatory
for Stock Holding Corporation of India Ltd.



For: GOYAL HARIYAMA REALTY

Signed / Authorized Signatory

Stamp Duty

Stamp Duty is a tax levied on the value of the property being sold. It is calculated as a percentage of the sale price. The stamp duty is paid by the buyer of the property.

AGREEMENT TO SELL

BETWEEN

Ms. VALUE AND ASSETS HOLDINGS PRIVATE LIMITED (OWNER)

Ms. GOYAL HARIYANA REALTY (DEVELOPER)

AND

Mrs. Shakila Begum C and Ms. Sohba Hussaina S

(PURCHASERS)

On 31.03.2019

Privileged & Confidential

For Goyal Hariyana Realty


[Authorized Signatory]

Vendor / Developer

X 
[Authorized Signatory]

Purchaser's

AGREEMENT TO SELL

This Agreement to sell is executed on 31.03.2018 at Bengaluru.

BY **1** **Mrs. VALUE AND ASSETS HOLDINGS PRIVATE LIMITED** (earlier known as Intimaculate Private Limited), a company incorporated under Indian Companies Act 1956 (PAN: AABGH834M), having its office at Vashnavi Backd # 46/1, 1st Floor, 5th main, near SEI, Jayamahal Extension, Bengaluru - 560 018, represented by its Managing Director **MR. VIJAY SINGH**

Represented by its GPA holder Mrs. Goyal Hariyana Realty represented by its partner Mr. Hariyana Ship Breakers Limited represented by its CEO **MR. SANJEEV RENIWAL**

hereinafter referred to as the **"VENDOR"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors and assigns)

AND **2** **Mrs. GOYAL HARIYANA REALTY**, A Partnership Firm, having its Registered Office at 206, Barton Centre, #84, M.G. Road, Bengaluru - 560 001, (PAN: AALFG7445A), represented by its partners Mrs. Hariyana Ship Breakers Limited, represented by its CEO **MR. SANJEEV RENIWAL**,

hereinafter referred to as the **"DEVELOPER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, partners from time to time, their respective legal heirs, executors and assigns).

(The Vendor and the Developer are collectively referred to as the **"First Party"** and individually Vendor and Developer as the case may be)

AND **3** **Mrs. Shakila Begum C** (Aadhar no. 754600343806) (PAN: BGDH5717B) W/o Mr. S A Shafiq Ahmed aged about 48 years, **Ms. Syiba Hussaina S** (Aadhar no. 537833048307) (PAN: LBTPS8881C) D/o Mr. S A Shafiq Ahmed aged about 20 years,

Residing at New No 04, Old No 38, Shram Nagar Main Road, Thiruvanniyur, Chennai - 600044


Vendor / Developer

Vendor / Developer


Mr. Sanjeev Reniwal

hereinafter given the "Purchaser" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his / her heirs, executors, administrators, successors-in-title and permitted assignees.

(The Vendors, Developers and the Purchaser are collectively referred to as the "Parties" and individually referred as the Vendors or Developers or Purchasers or "Party", as the case may be)

WHEREAS:

- A. The Vendor is the sole and absolute owner of all that piece and parcel of converted lands bearing Survey No. 122/2 and 122/3 both situated at Kannur Village, Bidanahalli Hobli, Bangalore East Taluk and together measuring in all about 4 Acres 32.5 Guntas morefully set out in Schedule 'A' and hereinafter referred to as "Schedule 'A' Property" having acquired the same under a Sale Deed dated 29-05-2008 (registered as Document No. 2307/2008-10 in Book - I stored in CD No. BDPH027 in the office of Sub-Registrar, Bidanahalli) & Sale Deed dated 25-05-2008 (registered as Document No. 2274/2008-10 Book - I stored in CD No. BDPH027 in the office of the Sub-Registrar, Bidanahalli).
- B. The Vendor and the Developer have entered into a Joint Development Agreement dated 08/04/2013, JDA (registered as document No. 216/2013-14 Book - I stored in CD No. HLB072, in the office of the Sub-Registrar, Shivajinagar (Ulsoor) and whereas the Vendor, in consideration of the terms of the said JDA, has also executed a Power of Attorney dated 08/04/2013, the POA (registered as document No. 140013-14, Book - IV, CD No. HLB072, in the office of the Sub-Registrar, Shivajinagar (Ulsoor).
- C. The First Party have formulated scheme for development of the Schedule 'A' Property comprising of several row-villas and club house facility along with the Common Areas, and the Common Amenities and Facilities applicable to the entire development in the Schedule 'A' Property and the entire development shall be known as "ALANOVILLE" hereinafter referred to as the "Project".
- D. The Developer has secured a Sanctioned Plan for the construction of the Project vide Approval No. BDA/6AM/KA-2/TS-3/MU23/2014-2015 dated 10.12.2014 issued by Bangalore Development Authority;
- E. The Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority of Karnataka, and the Regulatory Authority has registered and granted Registration No. **PRMKA/REKA/1251/445/PR/171019/000254** to the said Project. The website

www.alanoville.com



(Name of Authorized Signatory)

Vendor/Developer



Purchaser/s

Page No. 2

of the Project is: <http://www.goyalre.com/area/central/alanoville/>

- F. In terms of the Scheme formulated by the Developer, any Person(s) interested in owning a Row Villa will be entitled to undivided share in the Schedule 'A' Property taking into consideration the FAR contained.
- G. The Developer has completed the construction of the Project and has received an Occupancy Certificate (as defined below) from the Bangalore Development Authority bearing No. BDA/EMEC-27A-3/OC/T-345/2018-19 dated 16/01/2019 for the Project.
- H. The Purchaser has made an application for allotment of a Row Villa in the Project vide Application No. AL/AP/OK/55 dated 15/03/2019 and the Purchaser has been allotted Row Villa No. 85 of K-Block of the Project "ALANOVILLE" having a carpet area of 2541 square feet and (i.e. super built up area of 3450 square feet) which is inclusive of the share in the Common Areas of the Project along with 2 (two) car parks which is more fully set out in Schedule 'C'.
- I. The First Party is fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Vendor regarding the Schedule 'A' Property on which the Project has been constructed have been completed.
- J. The First Party has made disclosures to the Purchaser in this Agreement under Clause 9.
- K. The Purchaser has gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- L. The Purchaser hereby confirms that it is signing this Agreement after taking legal advice and with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- M. 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 entering into this Agreement whereby the Developer hereby agrees to sell, and the Purchaser hereby agrees to purchase the Schedule 'C' Property on the terms and conditions hereinafter.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

1. DEFINITIONS AND INTERPRETATION:

ANJITH KUTTYERAJAN



Legal Advisor/Signatory

Vendor/Developer



 Purchaser's

Page No. 1

4.2. Definitions:

Unless the context otherwise requires, the following definitions/terms shall have the meaning set forth below:

- (a) **'Act'** means the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) and includes the Karnataka Real Estate (Regulation and Development) Rules, 2017 where the context so requires and would include all the amendments thereto from time to time.
- (b) **'Agreement'** shall mean this agreement to sell the Schedule 'B' Undivided Share and the constituted Schedule 'C' Row Villa, including the schedules and annexures hereto, as may be amended from time to time.
- (c) **'Applicable Law'** means all laws, statutes, regulations, codes, by-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any Governmental Authority having jurisdiction over the Schedule 'A' Property which are in effect or as may be amended, modified, enacted or revoked from time to time hereafter and shall include the Act wherever the context so requires.
- (d) **'Association'** or **'Association of Owners'** or **'Owners' Association'** shall all mean the same, being the Association of Owners that is established by the First Party, in respect of the Project as per the provisions of the Karnataka Apartment Ownership Act, 1972.
- (e) **'Association Agreement'** shall mean the Maintenance Agreement between the Association and the service provider for maintenance of the Common Areas and the Common Amenities and Facilities of the Project.
- (f) **'Balance Sale Consideration'** shall mean any part of the sale consideration which has not been paid and is required to be paid under this Agreement in terms of the installments set out in the payment plan in terms of Annexure - V hereto, each of which individually also being Balance Sale Consideration and collectively also referred to as Balance Sale Consideration.
- (g) **'Block/s'** shall mean individually or collectively mean the Blocks constituted in the Project.
- (h) **'Booking Amount'** shall mean the amounts paid by the Purchaser on the execution of this Agreement being not more than 10% (ten percent) of the Sale Consideration.
- (i) **'Carpet Area'** shall mean the net usable floor area and the area covered by internal partition walls in the Row Villa and shall exclude area covered by external walls, service shafts, exclusive balcony or



Vendor/Developer



Purchaser

Page No. 2

hereinafter) and including open spaces and any other Limited Common Areas

- (j) **Common Areas of the Project** shall mean and include areas declared as the Common Areas of Project and as (detailed) in Annexure - II hereto. The Common Areas in the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the First Party or Owners' Association to be followed by all the owners / occupants of the Row Villas in the Project.
- (k) **Common Amenities and Facilities of the Project** shall mean and include those amenities and facilities of the Project detailed in Annexure - III hereto. The Common Amenities and Facilities of the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the First Party or the Association to be followed by all the owners / occupants of the Row Villas.
- (l) **Deed of Declaration** shall mean the deed of declaration that would be executed by the First Party to submit the Project, the Common Areas, the Common Amenities and Facilities of the Project under the provisions of the Karnataka Apartment Ownership Act, 1972.
- (m) **Disclosures** shall mean the disclosures made by the First Party to the Purchaser, pertaining to the Project and the development of the Schedule 'A' Property as detailed in Clause 9 and accepted by the Purchaser to their knowledge.
- (n) **First Party Warranties** shall mean the representations, assurances, and warranties given to the Purchaser in terms of Clause 6.1.
- (o) **Force Majeure** shall mean the occurrence of one or more of the events such as war, flood, drought, fire, cyclone, earthquake and / or any other calamity caused by nature.
- (p) **Interest** means the rate of interest payable by the Developer or the Purchaser, as the case may be in terms of this Agreement which is to be calculated at the rate of 7% (two percent) over and above the highest State Bank of India Marginal Cost Lending Rate (MCLR).
- (q) **Limited Common Area** shall mean any exclusive garden area attached to any specified Row Villas, any exclusive terrace area attached to any specified Row Villas that are carved out from and out of the Common Areas of the Project, which are allotted for the exclusive use by such Row Villas as they would be attached and capable of being used by these Row Villas and to be maintained by these Row Villas at their cost and not as part of the Common Area.
- (r) **Local Authority** or **Authority** shall mean any Union, State, local or other governmental, administrative, regulatory, judicial or quasi-judicial authority or self-regulating authority or agency, commission, board, tribunal, court, Bangalore Electricity Supply Company (BESCOM), Bangalore Water Supply and Sewerage Board (BWSSB), Bangalore Development Authority (BDA), Bruhat Bengaluru Mahanagara Palike (BBMP), Real Estate Regulatory Authority, Real Estate Appellate


Vendor/Developer


Purchaser

Trustee and shall include any other competent authority under the Act and having jurisdiction over the Schedule A Property.

- (ix) **'Occupancy Certificate'** means the certificate issued by the Authority confirming the completion of the Project, and pursuant thereto permitting occupation of the Row Villas for which such certificate is issued.
- (x) **'Payment Plan'** shall mean the payments of instalments payable to Purchaser under Para I of Annexure V.
- (xi) **'Person'** shall mean any natural person, limited or unlimited liability company, corporation, general partnership, limited liability partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory organisation, arbitrator, board, or other entity, enterprise, authority, or business organisation and shall include any other person as defined under the Act.
- (xii) **'Plan'** or **'Sanctioned Plan'** shall mean the building plan, which is approved by the Local Authority prior to start of the Project and as detailed in Recital E.
- (xiii) **'Row Villas'** shall mean the residential units together with non-exclusive use of Common Areas and the Common Amenities and Facilities in the Project. Row Villa is also referred to as Row House in Occupancy Certificate and Sanction Plan.
- (xiv) **'Project'** shall have the meaning ascribed to the term in Recital C.
- (xv) **'Project Account'** shall mean the account opened in Axis Bank Ltd, Marathahalli Branch, No- 43, Varthur Main Road, Bangalore-560037 bearing Account No. 516025058273567 standing in the name of Goval Hiriyasa Realty Collection Escrow Account.
- (xvi) **'Purchaser Covenants'** shall mean covenants given by the Purchaser in terms of Clause 11 hereto.
- (xvii) **'Purchaser's Warranties'** shall mean the warranties, assurances and representations given by the Purchaser in terms of Clause 6.2 hereto.
- (xviii) **'Row Villa Owners / Owners'** shall mean any owner or owners of Row Villas in the Project.
- (xix) **'Rights and Obligations'** shall mean the obligations set out in Schedule E hereto and the rights set out in the Schedule D hereto in the use and enjoyment of the Schedule C Row Villa, the Common Areas and the Common Amenities and Facilities of the Project.
- (xx) **'Sale Consideration'** shall have the meaning ascribed to the term in Clause 2.

BY SIGNED AND DELIVERED:


Vendor/Developer


Purchaser

Page No. 7

- (cc) "Sale Date" shall mean the date of execution and registration of the Sale Deed by the First Party in favour of the Purchaser.
- (ff) "Sale Deed" shall mean the deed of sale to be executed by the First Party, for legally conveying the absolute right, title and interest in the Schedule 'B' Undivided Share in favour of the Purchaser on the terms and conditions contained therein under the Scheme to enable the Purchaser to own the constructed Schedule 'C' Row Villa.
- (gg) "Schedule 'A' Property" shall mean the land on which the Project is being developed by the First Party and excised to the term in Particular 'A', and more fully described in the Schedule 'A' hereto.
- (hh) "Schedule 'B' Property" or "Schedule 'B' Undivided Share" shall mean the undivided share portion of the land out of the Schedule 'A' corresponding to the Schedule 'C' Apartment more fully set out in the Schedule 'B' hereto.
- (ii) "Schedule 'C' Property" or "Schedule 'C' Row Villa" shall mean the Row Villa which is constructed for the Purchaser, under the Scheme and more fully described in the Schedule 'C' hereto.
- (jj) "Scheme" shall mean the scheme of development of the Schedule 'A' Property under which Persons interested in owning a Row Villa in the Project (i) would have to acquire undivided share corresponding to the Row Villa (which undivided share is corresponding to such Row Villa taking into consideration the FAR achieved based on the land in the Schedule 'B' hereto for the Project and (ii) to get the Row Villa constructed, from the Developer and own the same.
- (kk) "Specifications for the Project" shall mean the specifications of construction set out in Annexure - VI hereto or any equivalent thereto in terms of quality.
- (ll) "Structural Defects" shall mean any structural defect or defect as defined in the Act relating to the Project; and
- (mm) "Super Built Up Area" of any Row Villa shall mean the aggregate of (i) the Carpet Area of such Row Villa, and (ii) thickness of the external walls (iii) balconies and terraces and a proportionate share of the Common Areas of the Project and such of the Common Areas of the Project used for housing the Common Amenities and Facilities of the Project.

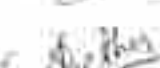
1.2 Interpretation:

Unless the context otherwise requires in this Agreement:

4- (Goyal Heights In The City)


 Vendor/Developer

Vendor/Developer



 Purchaser

- (d) in this Agreement, any reference to any statute or statutory provision shall include all the current statutes, other laws or orders that underwent modification, re-enactment or consolidation;
- (e) any reference to the singular shall include the plural and vice versa;
- (f) any references to the masculine, the feminine and the neutral gender shall also include the other;
- (g) the recital, annexures and schedules annexed hereto form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recital, annexures and schedules to it;

(c) Harmonious interpretation and ambiguities within the Agreement

In case of ambiguities or discrepancies within the Agreement, the following shall apply:

- (i) Between two Articles of this Agreement, the provisions of the specific Article relevant to the issue under consideration shall prevail over general provisions in the other Articles;
- (ii) Between the provisions of this Agreement and the Appendices, the Agreement shall prevail, save and except as expressly provided in the Agreement or the Appendices;
- (iii) Between any value written in numerical or percentage and in words, the words shall prevail;
- (iv) reference to this Agreement or any other deed, agreement or other instrument or document shall be construed as a reference to this Agreement or such deed, other agreement, or other instrument or document as the same may from time to time be amended, varied, supplemented or novated;
- (v) each of the representations and warranties provided in this Agreement are independent of other unless the contrary is expressly stated;
- (vi) no Section in this Agreement limits the extent or application of another Section;
- (vii) headings to clauses, parts and paragraphs of this Agreement, Annexures and Schedules are for convenience only and do not affect the interpretation of this Agreement;
- (viii) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

 Vendor/Deviser

 Purchaser

- (f) This Agreement is a joint work of the Parties and any rule of statutory interpretation, interpreting agreements against a party primarily responsible for drafting the agreement shall not be applicable to this Agreement.

2. AGREEMENT TO SELL:

That in pursuance of the foregoing and in consideration of the Purchaser joining the Scheme of development and paying the Sale Consideration, and complying with the Purchaser Covenants and the obligations herein, the First Party, agree to sell to the Purchaser and the Purchaser agrees to purchase the Schedule 'B' Undivided share and the Schedule 'C' Row Villa constructed by the Developer under the Scheme in terms of the Agreement.

3. SALE CONSIDERATION:

- 3.1 The Sale Consideration to be paid by the Purchaser for the Schedule 'B' Undivided Share and the Schedule 'C' Row Villa to the Developer shall be Rs. 2,55,19,650/- (Rupees Two Crore Fifty Five lakhs Nineteen Thousand Six Hundred and Fifty Only)

PAYMENT OF BOOKING AMOUNT AND BALANCE OF THE SALE CONSIDERATION,

- 3.2 The Purchaser has paid a sum of Rs. 10,00,000/- (Rupees Ten Lakhs only) vide Cheque No. 462208 dated 15.03.2019 SBI Bank, Rs. 15,51,865/- (Rupees Fifteen lakhs Fifty One Thousand Nine Hundred and Sixty Five only) vide Cheque No. 462259 dated 22.03.2019 SBI Bank being the (booking Amount for the Schedule 'B' Property and the Schedule 'C' Property on the execution of this Agreement to the Developer.
- 3.3 The Purchaser has assured the Developer that the Purchaser shall pay the Balance of the Sale Consideration, without any delay or default in terms of the instalment set out in the Payment Plan. The Payment Plan is set out in Annexure - V. The Purchaser is fully aware and has agreed that the time of payment of the amounts in terms of the Payment Plan and each instalment is the essence of the contract in view of the Scheme. The Purchaser has assured the Developer that the Balance of the Sale Consideration, shall be paid by the Purchaser within 15 (fifteen) days of the Developer having raised a demand for payment of such instalment.
- 3.4 The Developer has further informed the Purchaser and the Purchaser is fully aware that the default in payments of the instalments set out in the Payment Plan would affect the entire Project development.
- 3.5 All payments toward the Balance of the Sale Consideration shall be made by cheque or demand draft or wire transfer payable in favour of the Developer and as directed by the Developer to the Project Account.

BY SIGNING, UNDERSIGNED PARTY


 Vendor / Developer


 Purchaser

Page No. 10

- 3.6 In case of any stamp charges or stamp duty or other charges, if any, shall be added to the Purchaser's account and credit for the payment made will be given on the credit of the amount of the instalment or date of any instalment of cheque a sum of ₹26,000/- (Rupees twenty-five thousand Only) would be debited to the Purchaser's account.
- 3.7 The amounts deposited in the Project Account shall be withdrawn to the extent permitted under the Act by the Developer from time to time and where ever required upon the certification in terms of the Act.
- 3.8 Tax Deduction at Source ("TDS") at 1% (one percent) of Sale Consideration shall be paid by the Purchaser as per the provision of Section 194 IA of the Income Tax Act, 1961. The Purchaser shall issue a certificate of deduction of tax in Form 16B to the Developer on or before the 20th of the subsequent month of deduction.

4 DELAY AND DEFAULT IN PAYMENT OF INSTALMENTS UNDER THE PAYMENT PLAN AND BREACH BY THE PURCHASER:

- 4.1 In the event the Purchaser fails to make payments of any of the instalments due as per the Payment Plan despite having been issued 2 (two) notices in that regard, the Purchaser shall become liable to pay interest to the Developer on the unpaid amount from the date it is due till payment.
- 4.2 If the Purchaser fails to make payments of the instalments due and the outstanding interest, within the notice period, despite having been notified in terms of Clause 4.1, the First Party will be entitled to terminate this Agreement by issuing 30 (thirty) days' notice. On such termination notice being issued, the Purchaser has agreed that the Developer will be entitled to forfeit in its favour the Booking Amount and the interest liability as liquidated damages, deduct the Statutory Payments made by the Purchaser to the Developer and refund the balance of amounts received from the Purchaser within 60 (sixty) days of such termination against the Purchaser executing a cancellation agreement and handing over the original of this Agreement.
- 4.3 On such termination the Developer shall be entitled to deal with the Schedule 'C' Property without any further documentation and the First Party shall be released and discharged from all its obligations and liabilities under this Agreement, notwithstanding the Purchaser not having executed the cancellation agreement in terms of Clause 4.2.
- 4.4 If the Purchaser has taken housing loan facility from any financial institution or the bank, then in that event, based on the terms of such loan, the amounts that the Purchaser would be entitled to in terms of Clause 4.2 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 a 'no dues certificate' in favour of the First Party and hand over the original of this Agreement that may be deposited by the Purchaser against the First Party paying the amounts to the bank or any financial institution.



Vendor / Developer



Purchaser
Page No. 17

5. CONSTRUCTION OF THE SCHEDULE 'C' ROW VILLA:

The Developer has constructed the Schedule 'C' Row Villa as per the Plan and in accordance with the Specifications provided herein and the terms set out in the Specifications. The Developer at the request of the Purchaser may make such minor changes in the Schedule 'C' Row Villa, for which the Purchaser would be required to pay additional cost as agreed.

6. DATE OF HANDOVER OF THE SCHEDULE 'C' ROW VILLA:

The Purchaser shall, within a period of 60 (sixty) days of the date of the Agreement to Sell, come forward to pay all the amounts due and payable under the Payment Plan and take possession of the Schedule 'C' Row Villa and complete the Sale Deed simultaneously with taking possession.

7. RIGHT OF THE DEVELOPER TO THE PROJECT, THE COMMON AMENITIES AND FACILITIES AND THE COMMON AREAS OF THE PROJECT:

- 7.1 The Purchaser agrees that the Developer will be entitled to free and uninterrupted access, at any point of time in any part of the Schedule 'A' Property, for the repairs in the project after due notice and during working hours, unless the circumstances warrant otherwise, with the view to set right any defect.
- 7.2 The Developer has developed the Schedule 'A' property as an independent, self-contained Project and the Project shall not be a part of / linked / combined with any other projects in its vicinity or otherwise except for the purpose of integration of infrastructure as required under the Applicable Law and for the benefit of the purchasers of the Project.
- 7.3 In the event the First Party having taken finance for construction and completion of the Project against the security of the Schedule 'A' Property, the Schedule 'B' Property shall be released from such mortgage and it shall not affect the rights and interest of the Purchaser to the Schedule 'C' Property.
- 7.4 The Purchaser is fully aware and has understood the Disclosures made by the First Party pertaining to the Project.

8. REPRESENTATIONS AND WARRANTIES:

- 8.1 The First Party represented and warranted to the Purchaser as under (the 'First Party Warranties').

- 8.1.1 The Vendor is the absolute owner of the Schedule 'B' Undivided Share with exclusive possession of the Schedule 'A' Property and no Person other than the Vendor has any right (legal or beneficial), claim, interest or demand in any manner whatsoever to or in respect of the Schedule 'B' Undivided Share.

Sd/- **DOUGLAS HARTMAN REALTY**


Vendor / Developer




Page No. 12



- 8.1.2 The First Party has the power to enter into and perform this Agreement and upon execution, this Agreement, would constitute legal, valid and binding obligations on the Purchaser.
- 8.1.3 The Vendor has the absolute and unconditional right to sell, transfer or otherwise alienate the Schedule 'B' Undivided Share.
- 8.1.4 To the knowledge of the Vendor, the Schedule 'A' Property is not subject to any pending, litigation, third party claim, demand, attachment or a process issued by any court or Authority.
- 8.1.5 The First Party has not entered into any agreement for sale and / or development agreement or any other agreement / arrangement with any Person with respect to the Schedule 'A' Property which will, in any manner affect the rights of Purchaser under this Agreement.
- 8.1.6 To the knowledge of the First Party, the Schedule 'A' Property is not the subject matter of any acquisition proceeding or any notice for acquisition, or any other notice which may adversely affect the marketability of title of the Schedule 'A' Property.
- 8.1.7 There is no order of restrain by any court or order from any Authority prohibiting or restraining the alienation of the Schedule 'B' Undivided Share in the manner herein contemplated.
- 8.1.8 All approvals, licenses and permits issued by the Authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law. Further, the First Party have been and shall at all times be in compliance with all Applicable Laws in relation to the Schedule 'A' Property and the Project.
- 8.1.9 The First Party has duly paid the land cost and will pay and continue to pay all governmental dues up to 2 (two) months from the date of the Occupancy Certificate (i.e., until 18/03/2019) or the execution of the Sale Deed, whichever is earlier. In the event the First Party fails to pay the government dues collected from the Purchaser or any liability towards the mortgage loan and interest thereon before the execution of the Sale Deed, the First Party agrees to be liable, even after the Sale Deed, to pay such outstanding government dues prior to the execution of the Sale Deed and / or any mortgage loan and interest thereon or penal charges, if any. If the First Party has collected any of the government dues from the Purchaser for the period post the physical possession of the Schedule 'C' Row Villa, the First Party shall be liable to pay the amounts collected even after the transfer of the Schedule 'B' Property and Schedule 'C' Property.
- 8.1.10 The First Party agrees to do and execute or cause to be executed all acts, deeds and things, as may be required by the Purchaser and at the cost of the Purchaser for more fully and perfectly assuring title of the Purchaser to the Schedule 'B' Property and Schedule 'C' Row Villa.

By _____

Vendor/Developer

Purchaser

Page No. 11

- 8.1.11 The First Party have the right to enter into this Agreement and has not committed or agreed to perform any act or thing, whereby the right, title and interest of the Purchaser or any person, may prejudicially be affected.
- 8.1.12 The computation of the Sale Consideration of the Schedule 'C' Property includes consideration for land being the Schedule 'B' Undivided Share, construction cost of the Schedule 'C' Row Villa, the cost of the Common Amenities and Facilities of the Project and the Common Areas of the Project.
- 8.1.13 That the First Party will not convey or cause to be conveyed to any purchaser of the Row Villains in the Project, without incorporating the covenants and stipulations as are agreed to and undertaken as between the First Party and the Purchaser as per this Agreement.
- 8.1.14 The First Party are not restricted in any manner whatsoever from selling the Schedule 'B' Property and the constructed Schedule 'C' Row Villa in the manner contemplated in this Agreement.
- 8.2 The Purchaser acknowledges that the First Party have entered into this Agreement and has agreed to sell the Schedule 'B' Undivided Share and the Schedule 'C' Row Villa constructed by the Developer, based on the representations and warranties set out below (the 'Purchaser Warranties').
- 8.2.1 The execution of this Agreement, would constitute legal, valid and binding obligations on the Purchaser.
- 8.2.2 That the Purchaser shall make all the payments and all of its instalments in full under this Agreement, in time and without any delay.
- 8.2.3 The Purchaser confirms and acknowledges, that the Purchaser has been furnished with copies of all the title deeds relating to the Schedule 'A' Property and the Sanctioned Plan and the Purchaser after being satisfied with the title of the Vendor to the Schedule 'A' Property and the Developer's right to develop Schedule 'A' Property, has entered into this Agreement.
- 8.2.4 That the Purchaser confirms that the Purchaser has been furnished with all the details pertaining to the Disclosures made by the First Party as detailed in Clause 9 and after understanding the same, the Purchaser has entered into this Agreement.

9 DISCLOSURES:

The Purchaser acknowledges and confirms that the First Party have fully disclosed to the Purchaser and the Purchaser has reviewed all such disclosures and after having understood the implication thereof has entered into this Agreement and the Purchaser has agreed to all of the Disclosures and the Purchaser expressly grants its consent and no objection to the First Party to undertake every action as per Disclosures.

For Vendor/Developer/First Party



Vendor/Developer




Purchaser

Page No. 14

- 8.1 That the undivided share that would be conveyed to the Purchaser at the time of the execution of the Deed shall be subject to the consumption of the CAR for the Project.
- 8.2 The Common Amenities and Facilities of the Project and the Common Areas of the Project are to be maintained by all the Owners of the Project in common irrespective of the location of such Common Areas and the Common Amenities and Facilities in the Project.
- 8.3 That, the sale of the undivided share would only be for enabling the Purchaser to own the Schedule 'C' Row Villa constructed by the Developer and not for any other purpose.
- 8.4 That, the Schedule 'C' Row Villa, the Common Areas of the Project and the Common Amenities and Facilities of the Project shall be used in terms of the rules and regulations formulated by the Developer and / or the Association of Owners.
- 8.5 That, the First Party will be forming an Association of Owners for the management and maintenance of the Common Areas of the Project and the Common Amenities and Facilities of the Project, under the provisions of the Karnataka Apartment Ownership Act, 1972, pertaining to the Project by execution of the Deed of Declaration under Applicable Law.
- 8.6 That, the Developer has availed financial facility from Primal Capital and Housing Finance Limited and in view thereof, the First Party have deposited the documents of title, evidences, deeds and writings in respect of the land with Primal Trusteeship Services Private Limited. Primal Trusteeship Services Private Limited has provided its no objection to the First Party to proceed with the execution of this Agreement.
- 8.7 The First Party have informed the Purchaser and the Purchaser is fully aware and has agreed that the Schedule 'C' Row Villa can be used only for residential purposes and in terms of the rules and regulation formulated by the Developer and / or the Association of Owners.
- 8.8 The Purchaser has been informed and is aware and acceptable that the Schedule 'C' Row Villa does not have water connection from the BWSSB, but the First Party has informed the Purchaser and the Purchaser is fully aware that in case of there being any BWSSB connection being available at later date the same shall be obtained at additional cost which additional costs the Purchaser accepts to bear and the First Party will not be liable for any such costs.
- 8.9 The Purchaser is aware and has also agreed that the Developer shall be entitled to grant exclusive right to use and right to deal with Limited Common Area to the other Row Villa owners. The Purchaser confirms that before execution of this Agreement, the Purchaser has been provided with details of the Limited Common Area of the Project and is fully aware of the exclusive right of the other Row Villa owners of each Limited Common Area in the said the Project. The Purchaser

By GUYA, (S&S)


 Vendor / Developer


 Purchaser

Page No. 11

has also been informed that the Deed of Conveyance shall also provide the details of such Limited Common Area and its use and exclusivity.

10 CONVEYANCE AND DELAY IN TAKING CONVEYANCE:

10.1 The First Party is ready to execute conveyance in terms of this Agreement subject to the Purchaser paying the Sale Consideration in terms of this Agreement and the Purchaser undertakes that the Purchaser shall come forward to take conveyance of the Schedule 'B' Property and the Schedule 'C' Row Villa and execute the conveyance deed within 3 (three) months of the date of the Agreement to Sell. The Developer has handed over a copy of the Occupancy Certificate to the Purchaser at the time of execution of this Agreement.

10.2 The Developer has informed the Purchaser that that the Schedule 'C' Row Villa is ready for handover and the Purchaser shall, within 2 (two) months from the date of the Occupancy Certificate, make all payments under this Agreement, and shall come forward to take conveyance of the Schedule 'B' Property and the Schedule 'C' Row Villa in terms of this Agreement. In the event of the Purchaser failing to make payments and taking conveyance, it shall be construed as breach on the part of the Purchaser, and the consequences as provided in Clause 4, shall become applicable and the Developer will be entitled to enforce any of its rights thereunder. Without prejudice to the right of termination in Clause 4.2, if the Developer does not terminate this Agreement, the Purchaser shall become liable to pay interest liability on the outstanding installment under the Payment Plan commencing on expiry of 2 (two) months from the date of the Agreement to Sell till Purchaser taking conveyance.

10.3 The Purchaser shall also be liable to pay the power charges from the date of the connection, municipal taxes, levies, maintenance charges and any other amounts the Purchaser is required to pay under this Agreement even if the possession and conveyance is not taken, and the Developer has not terminated this Agreement.

10.4 The Purchaser shall be liable to pay the stamp duty and registration fees in terms of Clause 23(h).

10.5 The Purchaser shall also bear the legal costs associated with the preparation, finalization, completion, and execution of the documentation (including this Agreement, Sale Deed).

11 ASSURANCES, COVENANTS AND UNDERTAKINGS OF THE PURCHASER:

The Purchaser assures, undertakes and covenants with the First Party as follows:

11.1 That the Purchaser shall not be entitled to claim conveyance of the Schedule 'B' Property and Schedule 'C' Property until the Purchaser fulfils and performs all the obligations and completes all payments under this Agreement.

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Developer/Developer



Purchaser

Page 5 of 14

- 11.2 Not to seek partition or division or separate possession of the Schedule 'B' Undivided Share, not to object to the construction of other structures on the Project by the Developer including Row Villas for sale to other purchasers and not to question or challenge the sale price agreed between the First Party and the purchasers of the rest of the undivided interests in the Project. This covenant shall run along with the land comprised in the Schedule 'B' Undivided Share hereto.
- 11.3 That the Purchaser has inspected the documents of title, relating to the Schedule 'A' Property belonging to the Vendor. The Purchaser has studied the legal opinion furnished, the Sanctioned Plan, Specifications for the Project, the Scheme of development, the right of the Developer to develop the Project and the Deedures. The Purchaser, after taking legal advice and after being satisfied with the title and having understood the plan sanctions, Specifications for the Project, the Scheme of development of the Project, the rights of the Developer and the Deedures made by the First Party has entered into this Agreement.
- 11.4 That the Purchaser has entered into this Agreement with the full knowledge of all laws, rules, regulations, notifications applicable to this Project in particular. That the Purchaser hereby undertakes that he / she shall comply with and carry out from time to time after he / she has taken over for occupation and use the Schedule 'C' Row Villa, all the requirements, regulations, demands and reports which are required by any Authority in respect of the Schedule 'C' Row Villa at his / her own cost.
- 11.5 That the consideration agreed herein is based on the mutual negotiations between the Purchaser and the First Party, and the Purchaser shall have no right to renegotiate on the consideration in comparison with the other purchasers of the Row Villas in the Project for any reason whatsoever.
- 11.6 The Purchaser and other owners of the Row Villas undertake to join the Association formed by the First Party. The Purchaser along with the Gate Guard will also execute Form B as provided in the Karnataka Apartment Ownership Act, 1972.
- 11.7 That the Purchaser and the Association shall take over the maintenance of the Project in terms of Clause 17 of this Agreement.
- 11.8 That after the Project is handed over to the Owners' Association, the Developer 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 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. The Purchaser with the other owners shall ensure that periodical inspections of all such Common Amenities and Facilities are done so as to ensure proper functioning thereof.
- 11.9 After the maintenance of the Project is handed over to the Association, the Developer shall not be responsible for any consequence or liability on account

Sd/-


 Vendor/Developer


 Purchaser

Page No. 17

of future registration, zoning changes, construction, structural modification, request or incorporation by any third of the benefits, services provided by this agents with regard to the Common Amenities and Facilities of the Project.

- 11.10 Statutory Payments for the development of the Schedule 'C' Property further to the Agreement which are levied after the Schedule 'C' Property is handed over, shall be borne and paid by the Purchaser. Statutory Payments levied by competent authorities under the law in respect of any services which the Developer would be rendering to the Purchaser pursuant to this Agreement, shall also be borne by the Purchaser and the Purchaser will indemnify the First Party of any instances of taxes on this Agreement, accruing in future.
- 11.11 The Purchaser covenants that the Purchaser shall have the rights and be bound and liable to comply with the obligations set out under the Rights and Obligations.
- 11.12 That the Purchaser's rights under this Agreement are confined to the Schedule 'C' Row Villa and the Purchaser shall not have any right in any other part of the Project and the Schedule 'A' Property.
- 11.13 The Purchaser agrees not to alter or subscribe to the alteration of the name of the Project, "ALANOVILLE", it being acknowledged that neither the Purchaser nor other owners of Row Villas within the Project have any right to seek such change without the prior written consent of the Developer.
- 11.14 All interior related works by the Purchaser can be taken up only after handing over possession of the Schedule 'C' Row Villa to the Purchaser by the Developer. The First Party does not owe any responsibility for any breakages or damage caused by the Purchaser to any of the finishing works or to the structure already handed over to the Purchaser. The First Party is not answerable in any kind of thefts, pilferages, etc., during the course of the interior works.
- 11.15 The Parties agree that any default by the Purchaser in complying with the payment obligations stipulated in this Agreement would constitute sufficient reason / cause for the First Party to terminate this Agreement and in which case the consequences of termination under Cause 4 would follow immediately.
- 11.16 The Purchaser covenants that the Purchaser shall comply with all the rules and regulations pertaining to Common Areas, Common Amenities and Facilities of the Project and not place any heavy material in the Common Areas of the Project.
- 11.17 The Purchaser shall be solely responsible to keep the Schedule 'C' Row Villa, the waste, drains, pipes and other fittings in good and habitable condition in particular at his / her own cost, so as to support and protect the parts of the Block, and to carry out any internal works or repairs as may be requested by the Association.

Por Goyal, Debora S.A. de C.V.

Goyal, Debora S.A. de C.V.

Vendedor / Developer

Purchaser's

Page No. 10

- 11.18. The Purchaser agrees that all the work covering and concerned of the Purchaser as set out above shall continue up to the date of execution of the Sale Deed and shall be regulated under the Sale Deed.
- 11.19. The Purchaser shall bear the share of an applicable taxes, cess, charges miscellaneous deposits, charges statutory levies, etc. payable to the Government Authorities, which costs may be incurred by the Developer on a Project wide basis or a per unit basis. Where taxes, cess, charges etc. are payable on a Project wide basis, these shall be prorated based on the measurement of the Schedule "C" Row Villa and shall be payable by the Purchaser within a period of 15 (fifteen) days of a demand being made by the Developer in this behalf.
- 11.20. The Purchaser hereby covenants and confirms that it shall be the sole responsibility of the Purchaser to review and visit the website as and when notified by the Local Authority, to get regular updates on the Project.
- 11.21. The Purchaser agrees and covenants that the First Party shall not be held liable for any representations / commitments / details / information provided by the real estate agent / broker / channel partner, of whatsoever nature, which are not stated in this Agreement or not provided by the Vendor and / or the Developer.
- 11.22. The Purchaser agrees that neither the Vendor nor the Developer shall be responsible, accountable or liable in any manner whatsoever to any Person including the Purchaser, the Association for any act, deed, matter or thing committed or omitted to be done by the maintenance service provider in due course of such maintenance, management, control and regulation of the Project.
- 11.23. The Purchaser confirms that the Developer will have the right to place their signage in a designated place in the Project, which shall be maintained by the Developer at their cost and as detailed in the Deed of Declaration.

12. NATURE OF RIGHT OF USAGE:

- 12.1. It is agreed that the Schedule "C" Row Villa shall be used only for the purpose of a personal residence.
- 12.2. All the Common Areas and the Common Amenities and Facilities shall be for non-exclusive use and will be based on the rules and regulations of the Association and as provided herein.
- 12.3. The Purchaser shall not be permitted to use the services areas and the basements which are part of the Common Areas in any manner whatsoever, other than for those usages it is earmarked and the same shall be reserved for use by the Association formed by the Row Villa Owners for rendering maintenance services.



Vendor / Developer



Purchaser

13. RIGHT TO REBUILD AFTER THE PURCHASER HAS TAKEN POSSESSION AND CONVEYANCE:

13.1 In the event of damage or destruction of the Project, where such damage or destruction occurs after the completion of the Project, all Row Villa Owners in the Project shall have the right to repair or rebuild the Project and the Row Villas, subject to Applicable Law. The repair or reconstruction of the Project shall be carried out on the basis of the sanctioned plan and other approvals that may be required.

13.2 All the Row Villa Owners of the Project which is damaged or destroyed shall bear the cost of such repair or reconstruction in proportion to the size of their respective Row Villas based and in a fair and equitable manner. The owners of the Row Villas based on the resolutions passed by the Owners' Association will be entitled to utilise the funds available with the Association for this purpose in accordance with the rules and regulations of the Deed of Dedication. Without prejudice to the foregoing, the Purchaser agrees that the proceeds of any insurance that may be obtained by the Association for insuring the Project against any such damage or destruction, shall be utilised only for the purpose of such repair or reconstruction.

14. ASSIGNMENT:

14.1 The Purchaser hereby agrees and confirms that this Agreement is not transferable / assignable to any other third party or entity except as provided in Clause 14.2.

14.2 Any assignment shall be, subject to Clause 14.2, be done only by way of written agreement between the First Party, the Purchaser herein and the new purchaser. The new purchaser shall undertake to be bound by the terms of this Agreement including payment of the transfer fees of ₹400/- (Rupees Four Hundred only) per square foot of carpet area. The transfer fee under this Clause shall not apply in case of transfer made to and between family members, i.e. father, mother, brother, sister, son, daughter, husband, and wife.

15. CLUB AND MEMBERSHIP OF THE CLUB:

15.1 The Purchaser is fully aware that the Developer has provided a Club. The said Club will be managed by the Developer or any operator that the Developer may appoint. The Club is located in Plot No. 13 of the Project and the undivided share corresponding to the constructed area of the Club shall be conveyed among all the purchasers in the Project on a pro rata basis, taking into consideration the measurement of the constructed area acquired by them in the Project. The Purchaser herein will be entitled to the use of such Club on a payment of club membership fees as prescribed by the Developer. The Purchaser and all other owners of the Row Villas shall be bound by the rules and regulations of the Club. The Purchaser will be required to pay the club membership fees and other usage charges for the facilities provided in the Club as prescribed by the Developer or the Association of Owners. On the Developer handing over the maintenance to the Association in terms of the Act, the


Vendor / Developer


Purchaser/s

Page No. 34

Access and use of Owners shall be subject to membership in the Club and its facilities.

15.2. Apart from any other rules and regulations that would be formulated by the Developer and / or the operator of the Club and / or the Association of Owners, the fundamental rule of the Club shall be as follows:

15.2.1 In the event the property is purchased by a partnership firm, then a partner or any authorized representative of the said partnership firm occupying the Schedule 'C' Row Villa would be entitled to use the said Club on payment of the club membership fees.

15.2.2 In the event the Schedule 'C' Row Villa is purchased by a public limited or a private limited company, any Person occupying as the authorized occupier on behalf of the said company shall be entitled to the use of the said Club on payment of the club membership fees.

15.2.3 In the event of inheritance, the Person inheriting and occupying the Schedule 'C' Row Villa shall be entitled to membership of the said Club on payment of the club membership fees.

15.2.4 In the event of there being any co-owner of Schedule 'C' Row Villa such co-owners occupying the Schedule 'C' Row Villa will be entitled to the use of the said Club on payment of the club membership fees.

15.2.5 In any other case like tenancy, lease, license, etc., the occupier of the Schedule 'C' Row Villa will be entitled to the use of the said Club on payment of the club membership fees.

16. TAXES AND FEES:

16.1 The Purchaser shall pay the Statutory Payments, Khata transfer fees or any other charges that are necessary for securing separate assessment for the Schedule 'C' Row Villa. It is clarified that the Purchaser shall pay all municipal and property taxes payable or arising in respect of the corresponding Capital Area of the Schedule 'C' Row Villa after the conveyance of the Schedule 'C' Row Villa or 2 (two) months from the date of the Occupancy Certificate/ Agreement to Sell, whichever is later.

16.2 If any Statutory Payments becoming payable in respect of the Schedule 'C' Row Villa and / or the Schedule 'B' Undivided Share by the Developer for the period before the handover of the Schedule 'C' Row Villa, the same shall be borne by the Developer. If any Statutory Payments becoming payable in respect of the Schedule 'B' Property and / or the Schedule 'C' Property or the Project by the Developer for the period after grant of Occupancy Certificate, or if the value of such Statutory Payments increase from the currently applicable rates after the handing over of the possession to the Purchaser of the Schedule 'C' Row Villa, a proportionate amount of such Statutory Payments or the increase thereon shall be borne by the Purchaser and paid by the Purchaser within 15 (fifteen) days of a demand for the same being made by the Developer. The Purchaser shall also reimburse to the Developer any amounts paid by it on this account. However, all such payments required to be made by the

Purchaser shall be liable to the charges levied by all the other Row Villa Owners.

- 15.3 The Purchaser shall be liable to pay the amounts set out in Clause 15.1 and such maintenance charges from the expiry of 2 months from the date of the Occupancy Certificate, whether the possession is taken or not by the Purchaser.

17 ASSOCIATION OF OWNERS

The Association of Owners shall be formed by the First Party, at any time but within 3 (three) months from the date on which majority of the purchasers have been allotted Row Villas in the Project. On and from the Sale Date, the Purchaser and the use by the Purchaser of the Schedule 'C' Row Villa, and the Project shall be governed *inter alia* by the rules and regulations prescribed by the Developer, Deed of Declaration that would be executed by the First Party and later by the Association of Owners from time to time. The Purchaser shall not at any time question or challenge the validity or the binding nature of such rules and regulations and shall at all times comply with the same. All the present or future owners, tenants, guests and licensees or their employees, or any other Person who is lawfully entitled to use the Schedule 'C' Row Villa, in any manner whatsoever, shall be subject to such rules and regulations. The mere acquisition, rental, or taking on license the Schedule 'C' Row Villa or the mere act of occupancy of the Schedule 'C' Row Villa, shall signify that the rules are accepted, ratified and will be complied with by the acquirer, tenant or licensee.

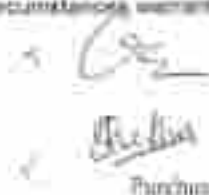
18 MAINTENANCE OF THE SCHEDULE 'C' ROW VILLA:

- 18.1 The Purchaser shall, from 2 (two) months of the date of the Occupancy Certificate for the Schedule 'C' Row Villa, whether possession or conveyance of the same is taken or not, pay proportionate share of all outgoings and maintenance costs and general expenses such as insurance, municipal taxes / expenses, and cesses, electrical and all other maintenance charges of the Common Areas of the Project as determined by the Developer until such period the maintenance is handed over to the Association.
- 18.2 The Purchaser shall also observe and abide by all the Bye-laws, Rules and Regulations prescribed by the Municipality or State / Central Government Authority, in regard to ownership or enjoyment of Schedule 'C' Row Villa apart from the rules and regulations of the Association.
- 18.3 The Developer / maintenance agency / Association shall have rights of unrestricted access of all Common Areas of the Project, basement areas of Common Areas for providing necessary maintenance services and the Purchaser shall permit the Association and / or maintenance agency to enter into the Schedule 'C' Row Villa 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.

LET CORP. Haryana HCUA 11/2017

Signature / Authorized Signature

Vesha / Dev/Anet


Purchaser

Page No. 22

- 16.4 The Developer or the agency appointed by the Developer shall be the exclusive maintenance service provider for the maintenance to be provided to the Common Areas, the Common Amenities and Facilities of the Project (and the Association of Owners takes over the maintenance of the Project). The charges for such services and maintenance shall be paid by the Purchaser and other owners of the Row Villas. The Purchaser and other owners of the Row Villas in the Project shall not make arrangements with any outside agency other than as defined in the Association Agreement of August 2020.
- 16.5 The Developer will maintain the Common Areas of the Project and the Common Amenities and Facilities of the Project till the taking over of the maintenance of the Project by the Association.
- 16.6 The Purchaser shall, after taking possession, be solely responsible to maintain the Schedule 'C' Row Villa at his / her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Block / Project, or the Schedule 'C' Row Villa, the staircase, lift, 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 Schedule 'C' Row Villa and keep the Schedule 'C' Row Villa, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shutter, etc. of the Block is not in any way damaged or jeopardised.

19 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS:

The Purchaser is fully aware and acknowledges, understands and agrees that the logo, the mark and all Intellectual Property Rights with the Developer is the sole and exclusive property of the Developer and the Developer has all the rights therein and any use of the same without any limitation whatsoever and in any shape or form or in any manner whatsoever by the Purchaser or any other Person, is expressly prohibited and only the Developer is entitled to the same and to use the same in any form, manner, for any products, and to exploit the same. In the event of violation of the Developer's intellectual property rights by the Purchaser in any manner, the Developer, apart from injunctive relief will also be entitled to be compensated fully including all cost, charges and expenses incurred by the Developer in protecting its rights.

20 DEFECT LIABILITY PERIOD:

In the event of any Structural Defects in relation to the Project is brought to the notice of the Developer by the Purchaser within the period of 5 (five) years from the date of the Occupancy Certificate, the Developer shall attend to the same within 90 (thirty) days of such notice or such other time period as may be reasonably required to rectify the structural defect at its cost. In the event of the Developer's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive / recover appropriate compensation in the manner as provided under the Act. Provided always that, if any Structural Defect or damage is found to have been caused due to any act of omission or

For Goyal & Co. (Pvt.) Ltd.

 Author / Developer
 (Stamp of Goyal & Co. (Pvt.) Ltd.)

For

 Purchaser

Page No. 25

compliance of the Purchaser with any other purchase rules, but to the negligence of the Purchaser or any other purchaser in this case (i) any structural defects caused or attributable to the Purchaser including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-using the original structural framework, putting excess or heavy load or using the 'C' Property other than for its intended purpose or such other reasons attributable to the Purchaser, then the Vendor and / or the Developer shall not be liable for any completed Structural Defect.

21. TERMINATION BY PURCHASER:

21.1 In the event of discontinuance of the business of the Developer on account of suspension or revocation of registration of the Project in terms of the Act or for any other reasons, the Purchaser will have the decision to:

21.1.1 continue with the Agreement, in which event the Developer shall become liable to pay to the Purchaser the Interest on the amounts paid under the Payment Plan till such period the default is cured by the Developer; or

21.1.2 terminate this Agreement and on such termination the Developer shall refund within 60 (sixty) days, all the amounts received till the date of the termination with interest thereon calculated from the respective date of payment of the instalment under the Payment Plan against the Purchaser executing a cancellation agreement and handing over the original of this Agreement duly cancelled. On such termination notice being issued by the Purchaser, the Developer will be entitled to deal with the Schedule 'C' Property without any reference to the Purchaser and notwithstanding the Purchaser not having executed the cancellation agreement.

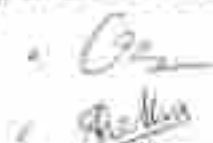
21.2 If the Purchaser desires to terminate this Agreement for no cause, the Purchaser shall notify the Developer of its intent to terminate in writing with acknowledgement and this Agreement shall stand terminated forthwith. The letter of termination shall serve as the termination document for this Clause and the Purchaser shall hand over the originals of this Agreement and execute the cancellation agreement to process the payment of the amount received less the Booking Amount, which the Purchaser shall forfeit in favour of the Developer, within 60 (sixty) days. On such termination notice being issued by the Purchaser, the Developer will be entitled to deal with the Schedule 'C' Property without any reference to the Purchaser, notwithstanding the Purchaser not having executed the cancellation agreement.

21.3 On the notice being issued for the cancellation of this Agreement for any reason whatsoever, set out in this Agreement, the Purchaser agrees that the Purchaser shall not have any kind of rights and / or claims against the Developer or the Schedule 'B' Property and the Schedule 'C' Property and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement except the refund of the amounts or such amounts as adjudicated under the Act.

(For SIGNED, PRINTED NAME AND DATE)



Vendor / Developer



Purchaser's

Page No. 24

22. NOTICES:

Any notices and other communications are/are to be in writing and shall be first transmitted by facsimile/electronic transmission and then confirmed by immediately-recognised courier service, in the manner as elected by the Party giving such notice to the following addressee:

(a) In the case of notices and other communications to the Vendor:

Address : Varshavi Batti, B/11, 1st Floor, 5th main, near SBI,
Jyoti Extension, Bangalore - 560 048
Attention : Mr. Vijay Singh
Telephone :
Facsimile : NA
Email :

(b) In the case of notices and other communications to the Developer:

Address : 208, Barisan Centre, # 04, M G Road, Beligaturu -
560 021
Attention : Customer Relation Manager
Telephone : 91 80 2103257/1617/112
Facsimile : NA
Email : shreevilasam@goyalco.com

(c) In the case of notices and other communications to the Purchaser:

Address : New No. 04, Old No. 30, Sarvam Nagar Main Road,
Thiruvannamipur, Chennai - 600041
Attention : Mrs. Shukila Begum Q and Ms. Sheeba Hussaina S
Telephone : 91-53061901 / 7616266244
Facsimile : NA
Email : sahelassug7@yahoo.com
shebasug7@yahoo.com

(d) All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile / electronic transmission, or (ii) the business date of receipt, if transmitted by courier or registered mail.**(e) Any Party may, from time to time, change its address provided for in this Agreement by giving to the other Party not less than 15 (fifteen) days prior written notice. If no such change is notified, the service on the address given in the title of this Agreement shall be address to which the notices are to be issued and such notice being issued shall be considered as being issued to the correct address, irrespective of the Party having changed its address without notifying.**

ALL GOVT. HIGHER SECONDARY



Vendor/Developer



Page No. 24

20. MISCELLANEOUS**(a) Reservation of Rights:**

No forbearance, indulgence or relaxation or inaction by the Parties at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of the Parties to require performance of that provision. Any waiver or acquiescence by the Parties of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Agreement.

(b) Provisions of this Agreement Applicable on Purchaser / Subsequent Purchaser(s):

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained in this Agreement and the obligations arising thereunder in respect of the Schedule 'B' Property and the Schedule 'C' Flow Vids shall equally be applicable to and enforceable against and by any subsequent purchaser pursuant to the Assignment that would be permitted in terms of Clause 14 for all intents and purposes.

(c) 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.

(d) Amendment:

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereeto or any rights arising here from shall be valid or binding unless made in writing and duly executed by both Parties.

(e) Waiver:

The Developer may, at its sole option and discretion, and without prejudice to any of its rights under this Agreement, waive any of the breach by the Purchaser in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. Any such waiver of either a breach or payment of interest shall not be construed to be a precedent and / or binding on the Developer to exercise such discretion in the case of other purchasers. Any one of the breaches being waived under this Clause shall not

THE GUYANA TRADING BOARD


 Vendor / Developer
 (Name / Authorized Signature)


 Purchaser
 (Name / Authorized Signature)

be deemed to be a waiver of the Vendor's right to demand the Agreement for any subsequent breach of the Purchaser or payment of the subsequent instalment until the Payment Plan.

(f) Counterparts:

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. The Parties will be signing such counterpart.

(g) Entirety:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter herein and supercedes any and all understandings, any other agreements, application for allotment, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Schedule 'C' Row Villa.

(h) Stamp Duty, Registration Charges, etc.:

- 1) The stamp duty payable on this Agreement, shall be borne by the Purchaser exclusively. The First Party shall have no liability in this respect thereto.
- 2) The stamp duty and registration fee or any demands for deficit prevailing on the Sale Date, legal expenses for the documentation of the Agreement and the Sale Deed and all expenses for registration of the Sale Deed, shall be borne by the Purchaser exclusively. The First Party shall have no liability in respect thereto. However, in case the Purchaser fails to deposit the stamp duty, registration charges and all other agreed charges, the Purchaser authorizes the First Party to withhold registration of the conveyance deed in his / her favour till full and final settlement of all dues and stamp duty and registration charges to the First Party is made by the Purchaser. The Purchaser shall be solely responsible and liable for compliance of the provisions of Karnataka Stamp Act, 1957, including any actions taken or deficiencies / penalties imposed by the Authority.

(i) Dispute Resolution:

All or any dispute 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. Any other aspect not covered by the Act pertaining to this Agreement, to be adjudicated by the competent court of law under the relevant provision of the Applicable Law.

(j) Governing law and Jurisdiction:


 Vendor / Developer


 Purchaser

Page No. 17

- 1) The provisions of the Agreement shall in any respect be governed by and construed in accordance with the laws of India.
- 2) The Parties agree that the courts in Bangalore shall have jurisdiction.
- 3) The Regulatory Authority or the Appellate authority under the Rules framed by the Government of Karnataka would have jurisdiction for the matters arising under this Agreement and falling under the Act.

SCHEDULE 'A'

(Description of the entire property on which the Project is developed)

All that piece and parcel of residually converted lands bearing Survey No. 122/2 and 122/3 and both situated at Kanner Village, Belanahalli Hobli, Bangalore East Taluk, in all measuring 4 Acres and 32% punds and both together bounded as under -

EAST	Land in Survey No. 122/1
WEST	Land in Survey No. 121
NORTH	Nala and thereafter Land bearing Survey No. 14,
SOUTH	Road

SCHEDULE 'B'

(Description of Undivided Share agreed to be sold)

3072 sq. ft. An undivided interest corresponding to the Schedule 'C' Row Villa taking into consideration the F/AI achieved on the Schedule 'A' Property.

SCHEDULE 'C'

(Description of the Row Villa constructed under the Scheme by the Developer for the Purchaser)

The Row Villa bearing No.55 in K Block constructed within the boundaries of the Row Villa plot in the development known as ALANOVILLE, having ground, and 2 (two) upper floor and terrace on the 3rd (third) floor, having a Carpet area of 236.80 square meters i.e., 2548.92 square foot of Carpet Area) (i.e., 328.51 square meters of super built up area i.e., 3450 square foot of super built up area) with the non-exclusive right to use and the Common Amenities and Facilities of the Project. The Row Villa is bounded as under:



Vendor / Developer



Purchaser

EAST	Road
WEST	Park
NORTH	Villa No 54
SOUTH	Villa No 50

The said Row Villa and the lot shown in green outline in plan annexed hereto as Plan I and II.

SCHEDULE 'D'

RIGHTS OF THE PURCHASER

- 1) The Purchaser shall be entitled to the use and occupation of Schedule 'C' Row Villa, subject to the terms and conditions contained in this Agreement and Association Agreement.
- 2) The Purchaser and all persons authorized by the Purchaser (in common with all other persons entitled, permitted or authorized to a similar right) shall have the right at all times and for all purposes, to use the common roads, passages in the Schedule 'A' Property. The earmarked exclusive areas shall, however, be available when necessary for attending to any repairs, maintenance and / or clearing overhead / underground water tanks.
- 3) The right to lay cables or wires for Radio, Television, Telephone and such other installations through designated conduits, ducts and shafts, in any part of the Project, however, recognizing and reciprocating such rights of the other owners of the Row Villa.
- 4) The right of entry and passage for the Purchaser and agents or workmen of the Purchaser to other parts of the Project at all reasonable times after notice to enter into and upon other parts for the purpose of repairs or maintenance of the Schedule 'C' Row Villa or for repairing, clearing, maintaining or releasing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other Row Villa owners and making good any damage caused.
- 5) The Purchaser has the right to use the Common Areas provided in the Project and the limited access area of the Schedule 'A' Property being in form of common roads, pathways, garden areas and other common amenities and facilities in the Schedule 'A' Property.


Vendor / Developer


Purchaser

Date: 10/10/20

- 6) The right to support, lateral, vertical and horizontal support to the Schedule 'C' Row Villa from the other parts of the Block.
- 7) The right to free and uninterrupted passage of water, gas, electricity, sewerage etc. from and to the Schedule 'C' Row Villa through the pipes, wires, sewer lines, drain and water courses, cables which are or may at any time hereafter be, in, under or passing through the Row Villas and the Schedule 'A' Property or any part thereof.

SCHEDULE 'E'

OBLIGATIONS OF THE PURCHASER:

- 1) The Purchaser shall not at any time, carry on or suffer to be carried on in the Schedule 'C' Property or any part thereof any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the First Party or the other Row Villa owners or occupants or the neighbours or which may tend to depreciate the value of the said Row Villa or any part thereof.
- 2) The Purchaser shall use the Schedule 'C' Property only for private residential purposes and shall not be put to use for any kind of commercial or semi commercial use or serviced villa, guest house, transit home, etc.
- 3) The Purchaser shall give to the other Row Villas in the Block, the necessary vertical, horizontal and lateral support and reciprocate and recognise the rights as are enumerated in Schedule 'D'.
- 4) The Purchaser has agreed that the Developer or its nominee will be appointed as the maintenance manager for Project to maintain the Project to ensure the proper and good maintenance of the Project and the Purchaser has agreed that the maintenance services will be done by either the Developer or their nominee who will be the Agency for the maintenance of the Development on a monthly charges as may be fixed for maintenance cost and the Purchaser agree that he / she / they shall pay the monthly maintenance charges promptly as billed by the Developer or its nominee.
- 5) The Purchaser will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Project in common with the other Row Villa owners and to permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other Row Villa Owners, the cost of repairing and maintaining all common amenities such as common roads, staircases, etc., and to use the same as aforesaid and / or in accordance with the Rules, Regulations, By-laws and terms of the association of which the Purchaser is the member.

BY SIGNING, CHIEF FINANCIAL OFFICER


 Vinod / Developer

Vinod / Developer


 Purchaser
 Date: 20/01/2020

- 6) The Purchaser shall duly and punctually pay the contribution share of condominium contributions, insurance charges, cost of maintenance and management of the Project and charges for maintenance of services like water, sanitation, electricity, etc., salaries of the employees of the Association of Owners of the Row Villa which would be formed for maintenance of all the common amenities and facilities of the Development in the Schedule 'A' Property as may be determined by the managing committee of such Association from time to time. The liability for such share shall commence from the date of intimation of the Schedule 'C' Property being ready or registered / conveyed, irrespective of whether the Purchaser has taken possession of the Schedule 'C' Property or not.
- 7) The Purchaser shall not put up any hoarding, name plates, signboards, graffiti, etc., in place other than that designated and allotted by the Developer.
- 8) The Purchaser agrees that the Purchaser shall pay regularly without default the maintenance charges which are fixed by the Developer and thereafter by the Association of Owners. In the event of any default in payment by the Purchaser, the service provider will be entitled to withdraw all or any of such services. The Purchaser is liable to pay service tax / other taxes, if any, levied by the State or the Central Government on such charges as may be applicable. The Purchaser shall also contribute to the sinking fund for any capital expenditure as replacement of the generator, transformer or painting of common areas etc., payable full in advance as may be determined by the Developer and thereafter the Association which are formed. The scope of the maintenance shall be as decided by the Developer and thereafter by the Association of Owners that are formed taking into consideration several amenities and facilities and also the common areas etc of the Schedule 'A' Property common areas and facilities like security, water supply, and standby power supply, etc.
- 9) The Purchaser shall also be liable to pay all the maintenance charges for the works that may be undertaken in the common areas of the Schedule 'A' Property which are available for the use by the Row Villa Owners and shall be paid regularly without any default. The Purchaser has been fully informed that in the event of such default, the facilities and amenities provided in the Schedule 'A' Property and any additional area that may be amalgamated would suffer drastically and that would affect the Project of the Schedule 'A' Property and amalgamated additional area if any. The Developer shall have the right to discontinue the maintenance services in case of default by the Purchaser or other Row Villa owners.
- 10) The Purchaser covenants that the Purchaser shall comply with all the rules and regulation pertaining to electrical installations, lift, generators, fire safety equipment and services, pollution control and general safety equipment and services of the Project. The Purchaser shall with the other owners of the Row Villa take over the maintenance of the Project thereof.

Authorized Signatory



Authorized Signatory

Venditor / Developer





Purchaser

Page No. 21

- 11) The Purchaser with the other owners of the Row Villa shall at all times keep the annual maintenance contracts with regards to all safety equipments such as, generator, heating and cooling systems, equipments provided for fire safety, pollution control equipments relating to safety at terrace, walk, loadings, swimming pools and other places, pumps, motors and other equipments valid and shall pay the amounts of annual maintenance contract as and when demanded by the concerned agencies. The Purchaser is fully aware that non-payment towards the annual maintenance contracts will adversely affect all the equipment installed by the Developer in the Project.
- 12) The Purchaser along with the other Row Villa owners at all times maintain all facilities, machinery, equipments installed and shall ensure that all agreements for maintenance of such equipments, machinery and facilities are entered into, periodically renewed and kept in currency and also maintain necessary certificates, licenses, permits, permissions, insurance releases thereon.
- 13) After the maintenance of the Project is handed over to the Association that has been formed, the Developer 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 fire equipments, fire protection systems, their supporting equipments, pollution control and other general safety equipments, related facilities - Lift services. The Purchaser shall ensure that periodical inspections of all such equipments and facilities are made by them so as to ensure proper functioning of all such equipments.
- 14) The Purchaser shall not in any manner obstruct or cause obstruction to any of the entries or exits of the Project or obstruct any open place in the Schedule 'A' Property with or without additional area meant to be retained as open place or obstruct free movement of vehicles including fire tenders and such other vehicles required to ensure safety and statutory compliance.
- 15) The Purchaser or anyone coming through them shall not in any manner object to the use of the said common areas by other owners and occupants of the Project of the Schedule 'A' Property and additional area if amalgamated.
- 16) The Purchaser shall keep the common areas, open spaces, parking areas, passages in the Project, free from obstructions and in a clean and orderly manner and shall not encroach on any common areas.
- 17) The Purchaser shall carry out their interior in the Schedule 'C' Row Villa during the first 4 (four) months from the date of the Developer having informed the Schedule 'C' Row Villa is ready for occupation (i.e. after payment of full and final settlement of consideration and registration of Sale deed, from 9 AM to 7 PM including all seven days of the week during those 4 (four) months; and thereafter if any interior works are to be carried on or commenced the same shall be during 9 AM to 1 PM and thereafter from 4 PM to 6 PM on all working days and there will be no work allowed during any public holidays and Sundays.




Vendor / Developer




Purchaser

Page No. 35

- 18) The Purchaser shall ensure that no load shall be imposed on the common areas and passages.
- 19) The Purchaser shall not dry clothes outside the balconies of the Schedule 'C' Row Villa.
- 20) The Purchaser shall keep the walls, doors, glass and other fittings in good and habitable condition and in particular as to support and protect the parts of the Project, and to carry out any internal works or repairs as may be required by the Managing Committee of the association.
- 21) The Purchaser shall not make any additions or alterations or cause damage to any portion of the Schedule 'C' Row Villa and not to change the location of the doors, windows or plumbing lines outside colour scheme, outside elevation / facade / view of the Project. The Purchaser at no point of time shall enclose in any manner any of the balconies of Bedroom, Living Room / Kitchen with Glass or Grill or otherwise. The air-conditioner outdoor units shall be placed only at the areas designated by the Developer.
- 22) The Purchaser shall not construct any kind of structure (permanent or temporary) in the open area being appurtenant to the Row Villa or any of the terrace areas of the Schedule 'C' Row Villa.
- 23) The Purchaser shall not alter or subscribe to the alteration of the name of the Project, which shall be known as "ALANVILLE".

ANNEXURE - I

PLAN SHOWING THE SCHEDULE 'A' PROPERTY AND THE LOCATION OF THE PROJECT

ANNEXURE - II

COMMON AREAS IN THE PROJECT

COMMON AREAS:

- * Road / Driveways
- * Entry / Exit

ANNEXURE - III

COMMON AMENITIES AND FACILITIES OF THE PROJECT

FOR COMMON AMENITIES FACILITIES



Vendor / Developer




Purchaser

Page No. 14

AMENITIES – LANDSCAPE:

- Extensive Gardens
- Party Lawn
- Greening courtyard with seating
- Biopond
- Jogging Track
- Children Play Area
- Central Garden
- Children Play Area
- Multipurpose Court
- Central Boulevard
- Electrical Room

AMENITIES – CLUBHOUSE:

- Gymnasium
- Indoor Games
- Multipurpose Hall
- Lounge opening to swimming pool
- Swimming Pool
- Pool Deck
- STP / Electrical Room

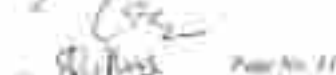
**ANNEXURE – IV
TERMS AND CONDITIONS OF USE OF PURCHASER CAR PARKS**

The Purchaser shall at all times be bound by the terms and conditions of use of the two car parking spaces adjoining the Schedule 'C' Row Villa ("Purchaser Car Parks") as listed under:

1. The Purchaser will at all times act responsibly and safely in the use of the Purchaser Car Parks and comply with all directions given by the Developer in the day to day use of the Purchaser Car Parks
2. The Purchaser will use the Purchaser Car Parks for the sole purpose of parking a motor vehicle in his / her / its capacity as the owner of the Schedule 'C' Row House and for no other purpose whatsoever.
3. The Purchaser will not bring into the Purchaser Car Parks at any time any petroleum or other inflammable volatile oil or substance other than petroleum in the fuel tank of any motor vehicle.
4. The Purchaser will not cause any nuisance, damage, obstruction, annoyance or inconvenience to the car parking spaces of other Row Villa Owners.
5. The Purchaser will not bring into or on the Purchaser Car Parks or allow to remain there any unroad worthy or excessively noisy motor vehicle or any motor vehicle incapable of being accommodated within a standard passenger

GOVIL CHAND AND DEVI


Vendor/Developer


Purchaser

Page No. 11

car parking space or other the like, right of a resident in the Purchaser Car Parks.

6. Paying and use of the Purchaser Car Parks is solely at the Purchaser's risk. The Purchaser will have no claim against the Developer or its contractors or otherwise or against any one whom they represent or any of its employees or agents or the Developer or its contractors for any loss or damage to property or personal injury or loss of life directly or indirectly resulting from the Purchaser's use of the Purchaser Car Parks. Furthermore, the Purchaser will indemnify the Developer against any such claims and the costs thereof.
7. The Purchaser will permit the staff managing the car parks in the Project to move his / her / its car in the event of emergencies or in other appropriate circumstances, on the understanding that they have no duty to do so.
8. The Royal Villa Owner will only use the Purchaser Car Parks as allocated and will recognise the Developer's right to re-allocate spaces as required.
9. This car parking arrangement is only a right of use granted to the Purchaser, giving the Purchaser no property interest in the Purchaser Car Parks.
10. The Purchaser's vehicle's shall at all times comply with all road markings, signs and the directions of authorised persons.
11. Vehicles of the Purchaser shall be parked within the lines designating the Purchaser Car Parks and shall at all times be parked in such a way that no obstruction is caused.
12. The Purchaser must
 - (a) observe and conform to all the rules and regulations relating to the use of the car parks made and issued by the Developer / Association from time to time;
 - (b) advise the Developer / Association regarding the registration number and name of the driver of any vehicle which may park in the car parks, if required by the Developer / Association, and shall notify the Developer / Association in the event of any change in respect of the same.
13. The Developer or its contractors may access any part of the Purchaser Car Parks at any time for the purpose of inspecting it, doing any necessary repairs or for any other specified purpose.
14. Attention of Terms and Conditions in this Annexure:
 - (a) The Developer / Association may vary these terms and conditions by adding, altering or deleting any of them;
 - (b) The Developer may charge the Purchaser a penalty if the Purchaser violates any of the terms and conditions mentioned herein as per its policies relating to the use of the Purchaser Car Parks.

PURCHASER'S SIGNATURE


Name: _____
Address: _____


Name: _____
Address: _____

Page No. 27

ANNEXURE V

Part I

PAYMENT PLAN FOR SALE CONSIDERATION

REFUNDABLE EARNEST AMOUNT DEPOSITS (HEAD)	1000000
BALANCE BOOKING AMOUNT AFTER ADJUSTING (HEAD) PAYABLE FOR AGREEMENT EXECUTION WITHIN 15 DAYS FROM THE ACCEPTANCE OF THE APPLICATION	1951965
PAYABLE WITHIN 15 DAYS FROM THE NOTICE FOR REGISTRATION OR 15 DAYS FROM AGREEMENT WHICHEVER IS EARLIER	22219285
TOTAL - A	25271250

Part II

OTHER COSTS CHARGES AND EXPENSES

OTHER COSTS & EXPENSES	
Refundable Corpus Deposits - B	200000
TOTAL (A/B)	25519650

ANNEXURE VI

SPECIFICATIONS

SPECIFICATIONS ALANDVILLE

STRUCTURE

- Seismic Zone II compliant structure.
- Solid Block masonry.

WALL FINISHING

- Plastered, smoothly finished and painted with premium quality plastic emulsion.
- External walls painted with weather coat / weather shield paints.

KITCHEN

- Kitchen counter 20 mm thick granite with single drain board sink to be supplied unattached.

FLOORING

- Italian Marble in Living, Dining, Corridor, Family Room & Staircase.
- Cladding with Ceramic tiles 2ft above the kitchen platform.
- Vitrified Tiles (Kitchen, Utility and all bedrooms).
- Wooden Flooring in Master Bedroom & Entertainment Room.
- Rualic Tiles for balconies.

Authorized Signatory

Authorized Signatory

Vendor / Developer

Authorized Signatory

Authorized Signatory

Purchaser's

Page No. 46

TOILETS

- Ceramic Tiles upto up to 750 height
- One False Ceiling
- Polished Granite Counter with Ceramic Basin
- CP fittings of equal or equivalent
- EWC and Ceramic basins of DURAFIT or equivalent in all toilets except for common toilet

DOORS & WINDOWS

- Main door with teak wood frames and Smith flush doors
- Other doors with salwood frames with moulded skin panel doors
- Powder coated aluminium doors / windows with provision for mosquito meshes in Living and Dining Only

ELECTRICAL

- Power supply – 10 MW KPTCL supply & DG Back up to 10 KW
- 100% DG Back up for common areas

WATER SUPPLY

- CPVC lines for water supply
- UPVC / PVC lines for soil, drainage and external lines
- Sewage Treatment Plant
- Rainwater Harvesting

SECURITY SYSTEMS

- CCTV coverage for the entire campus
- Video Door Phone

TV, TELEPHONE & BROADBAND CONNECTIONS

- TV & Telephone points provided in the living area and all the bedrooms
- Broadband connectivity provision is made
- EPABX system is provided

THE GOVAL INTERIOR PROJECT



Vaidir / Developer

Vaidir / Developer




Purchaser

Page No. 27

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the date and the place first hereinabove written.

For M/s. VALUE AND ASSETS HOLDINGS PVT.LTD.

Represented By its QTA holder
M/s. GOVAL HARIYANA REALTY
PURCHASERS

Represented by its partner company
M/s. Haryana Ship Breakers Limited

Witness

1.

2.

FOR GOVAL HARIYANA REALTY



Authorized Signatory

Vendor / Developer





Purchasers

Page No. 1/1

ANNEXURE



FIRST FLOOR PLAN



SECOND FLOOR PLAN



THIRD FLOOR PLAN