

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE (“Agreement”)** is executed at Bhiwadi on this \_\_\_\_ day of \_\_\_\_\_ 2018.

**BY AND BETWEEN**

**M/S. ASHIANA HOUSING LIMITED**, a Company registered under the Companies Act, 1956, having its Registered Office at 11G, Everest, 46/C, Chowringhee Road, Kolkata - 700 071 (West Bengal) and Local Office at 4<sup>th</sup> Floor, Village Center, Ashiana Village, Bhagat Singh Colony, Bhiwadi, (**PAN:AADCA9093P**) through its authorised representative Mr. \_\_\_\_\_ (Aadhar No.\_\_\_\_\_) duly authorized *vide Resolution dated* \_\_\_\_\_ passed by the directors of the company, (Copy enclosed as **Annexure I**) [hereinafter referred to as the “**Promoter**” which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its legal successor(s), administrator(s), executor(s)& permitted assignee(s) including those of the respective partners] of the **ONE PART**.

**AND**

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

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

## INTERPRETATIONS/DEFINITIONS

- I. In this Agreement, the following expressions unless repugnant to the context thereof shall have the meaning assigned thereto-
- a) **“ACT”** means Real Estate (Regulation & Development) Act, 2016.
  - b) **“APPLICABLE LAWS”** shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including The Rajasthan Urban Improvement Act, 1959, Rajasthan Municipalities Act, 2009, Rajasthan (Disposal of Urban Land) Rules, 1974, Greater Bhiwadi Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 and any other law which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement and applicable to the development / construction / sale of the Said Project/Whole Project.
  - c) **“ARCHITECT”** shall mean Mr. Biswajit Sengupta, Bhiwadi and/or such other person(s) and/or firm(s) and/or company(s) whom the Promoter may appoint from time to time as the architect for the Said Project.
  - d) **“APARTMENT”** shall mean a space in the Said Project/Whole Project intended and/or capable of being independently and exclusively occupied, having an entry and exit, and includes a flat and all such units or spaces intended to be used for any residential or commercial use such as office, shop, convenient shopping in any part of the Said Project/Whole Project.
  - e) **“ALLOTTEE(s)”** means and includes:
    - a) If the Allottee(s) is an individual then his/her legal successor(s), executor(s), administrator(s), legal representative(s), and permitted assignee(s);
    - b) If the Allottee(s) is a Hindu Undivided Family, then its karta and each of the member constituting HUF, their Heirs, executors, successors, administrators and permitted assignees;

- c) In case the Allottee(s) is a Partnership Firm, then its partners for the time being, their respective legal successor(s), executor(s), administrator(s), legal representative(s) and permitted assignee(s) including those of the respective partners; and
- d) In case the Allottee(s) is a limited company, then its legal successor(s), representative(s) and permitted assignee(s);
- f) **“ASHIANA NIRMAY PHASE I”** shall mean Building No. 1 and 2 which is part of the Whole Project constructed and developed on the portion of Scheduled Land comprising of flats, common areas and facilities, all improvements and structure thereon and all easements rights and appurtenances belonging thereto and named as **“Ashiana Nirmay Phase-I”**.
- g) **“EARNESTAMOUNT”** shall mean 10% of the Total Price of the Unit.
- h) **“BUILDING”** shall mean the building No./Tower No. \_\_\_\_\_ in the Said Project where the Allottee(s) has been allotted his “Unit”.
- i) **“BUILDING PLANS”** shall mean the plans and designs of buildings constructed or to be constructed on the Project Land (as defined herein-below), which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Promoter and/or Architect(s) in accordance with Applicable Laws.
- j) **“CARPET AREA”** means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment. Explanation : For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s); and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s);
- k) **BUILT UP AREA** means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, all balconies, whether covered or un-covered, and thickness of wall. In case there be a

common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built up area.

- l) **“COMMON AREAS AND FACILITIES OF THE WHOLE PROJECT”** shall mean Scheduled Land and such common areas, facilities, equipments and spaces in the Whole Project meant for common use and enjoyment of all the occupants of the Whole Project (as defined herein-below) and more particularly detailed in the **Part I of Schedule- D** attached hereto. However, such common areas, facilities, equipments and spaces forms part of different phases of the Whole Project as detailed in **Part I of Scheduled- D** attached hereto and accordingly common areas, facilities, equipments and spaces which forms part of any particular phase shall be developed with that particular phase.
- m) **“COMMON AREAS AND FACILITIES OF THE SAID PROJECT”** shall mean such common areas, facilities, equipments and spaces forming part of the Common Areas and Facilities of the Whole Project which are to be developed within the Said Project and more particularly detailed in the **Part-II of Schedule- D** attached hereto.
- n) **“LIMITED COMMON AREAS AND FACILITIES OF THE WHOLE PROJECT”** shall mean those common areas and facilities which are designated in writing by the Promoter before the allotment, sale or transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartments as detailed in **Clause 1.19**.
- o) **“INTEREST RATE”** means the State Bank of India highest marginal cost of Lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules payable by the Promoter to the Allottee(s). The marginal cost of lending rate for Said Project shall be the rate as prevailing on the date of registration of the Project under RERA which is \_\_\_\_\_%
- p) **“DELAY PAYMENT CHARGES”** means the charges payable by the Allottee(s) to the Promoter for delay in payment of any due amount, installment, charges etc. at the rate of State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules for the Interest. The marginal cost of lending rate for Said Project shall be the rate as prevailing on the date of registration of the Project under RERA which is \_\_\_\_\_%

- q) “**PROJECT LAND**” shall mean land admeasuring\_5143 sq.m. forming part of Scheduled Land, on which the Said Project is being developed and more fully described in **Part-III of Scheduled A**.
- r) “**OWNERS ASSOCIATION/SOCIETY**” shall mean “ Ashiana Nirmay Owners’ Welfare Society”, an association formed/to be formed by the owners of the units/Apartments in the Whole Project as per Clause (e) of Sub- Section (4) of Section11 of the Act.
- s) “**PARA**” means Para of this Agreement.
- t) “**PROMOTER**” means the Promoter above named and also its executor(s), successor(s), administrator(s), representative(s) and permitted assignee(s).
- u) “**REGULATION**” means regulations made under the Act;
- v) “**RULES**” mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- w) “**SCHEDULE**” means the Schedule attached to this Agreement;
- x) “**SECTION**” means the section of the Act.
- y) “**SCHEDULED LAND**” shall mean land admeasuring34364 sqm. After reducing the area measuring 1425 sqm carved out from Parcel A for access road to other parcels of Ashiana Town and the Whole Projectand thereabout lying and situated at under various khasra nos. in the Village of Thada and Udaipur, Tehsil Tijara, Distt. Alwar, Rajasthan as delineated and shown in the map attached herewith as **Part II of Schedule A**on which the Whole Project named Ashiana Nirmay, comprising of different phases, is being developed and is demarcated and shown in**Part II of Schedule-A**.
- z) “**SAID PROJECT**” shall mean part of the Whole Project, being constructed and developed upon the ProjectLand and comprising of group housing flats, ,Common Areasand Facilities of the Said Project, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto and named as “**Ashiana Nirmay Phase II**”.
- aa) “**SUPER AREA**” means the area at which Units / flats were sold before coming into force of RERA and more particularly described in **Note (i) of Schedule B** annexed herewith.

- bb) **“WHOLE PROJECT”** shall mean the a senior living project comprising of flats, parking facility, activity centre, other amenities and facilities etc. constructed / to be constructed in different phases upon the Scheduled Land and named as **“Ashiana Nirmay”**.
- cc) **“HE OR HIS”** shall also mean either she or her in case the Allottee is a female or it or its in case the Allottee is a partnership firm or a limited company.

II. The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 or in Rajasthan Land Revenue Act, 1956 or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

**WHEREAS THE PROMOTER DECLARES THAT:**

- A. The Urban Improvement Trust (UIT) Bhiwadi (hereinafter referred to as **“the Authority”**) issued a Lease Deed duly registered with the Sub-Registrar, Bhiwadi in favour of the Promoter for the **“Entire Land”** admeasuring 166793 sq. mtr. situated in the village of Thada & Udaipur, Bhiwadi, District Alwar, Rajasthan for a period of Ninety Nine (99) years commencing from May 28, 2013 for the purpose of developing residential group housing project (hereinafter referred to as **“The Entire Land”** and fully delineated in the map attached hereto as **“Part I of Schedule A”**). The said Lease Deed / Pattawas registered on 15<sup>th</sup> July, 2013 in the office of the Sub-Registrar, Bhiwadi under Document No 2013005655, Book No. 1, Jild No. 414, at Page No 99 under serial number 2013003699.
- B. The Entire Land comprises of various parcels of land as shown in the map attached hereto as **Part I of Schedule A**. The Promoter is developing a cluster of Residential Projects on the Entire Land under the name and style of **“Ashiana Town”**. The Promoter intends to develop separate group housing projects on different parcels of land in **“Ashiana Town”** and one of such project on Parcel A is active senior living, a residential project for seniors.
- C. The Promoter intends to develop separate group housing projects on different parcels of land in **“Ashiana Town”** and all the group housing projects shall have separate ingress and egress with the sector/ revenue road. No parcel/ residents of a particular parcel shall have any kind of claim, right, title or interest in other parcel unless otherwise specifically permitted by the Promoter. As the existing revenue road and / or sector road has not been widened or built, the Promoter has created access road through Parcel A to

access to other Parcels of Ashiana Town as well as to Parcel A or Scheduled Land itself as shown in the drawing/ map attached hereto as **Part I of Schedule A** and the Allottee(s) has no objection of whatsoever nature on such creation of the access road. If revenue / sector road is widened or built in future, the Promoter reserves its right to withdraw or continue the existing access road as aforesaid and under such circumstances the Allottee(s) shall not have any objection and/ or claim and/or right of way of whatsoever nature.

Accordingly, the Promoter has a legal title to the Scheduled Land and is absolutely seized and is in lawful possession of the Scheduled Land.

- D. The Scheduled Land is earmarked for development of a theme based project for residential solution of seniors of the society.
- E. The Promoter being the absolute owner and in possession of the Scheduled Land framed a scheme for developing a residential project for senior living to be known as **“Ashiana Nirmay”** on the Scheduled Land. The Whole Project developed / to be developed on the Scheduled Land shall be called as **“Ashiana Nirmay” with the following special terms and conditions:**
- (i) The resident or the spouse of the resident should be at least 55 years in age at the time of occupancy;
  - (ii) The resident and his/her spouse do not suffer from any contagious disease or alzheimer and are not terminally ill or of unsound mind at the time of admission or occupation of the Unit;
  - (iii) On allotment and possession of the Unit the Allottee shall be at liberty to let out or grant license of the Unit to any one who fulfils the conditions mentioned in Clauses (i) and (ii) above;
  - (iv) The children/grand-children or other relatives or friends below the age of 55 years may stay with the Allottee or his spouse or the tenant or the licensee, as the case may be, for a period of short duration **limited to sixty days** in a year and any stay beyond such short duration would require prior approval of the Owner’s Association.
- F. However, for convenience and ease of construction, sales and marketing, the Whole Project **“Ashiana Nirmay”** has been divided into various phases with the clear intent to integrate all phases into one upon completion of the Whole Project. The Promoter is in the process of constructing and developing Said Project being one of the phase of the Whole Project upon the Project Land and the said phase shall be known as **Ashiana Nirmay Phase II.**

- G. The Promoter planned and is in the process of constructing and developing Said Project i.e. **Ashiana Nirmay Phase-II** upon the ProjectLand after getting necessary permissions/approvals from concerned competent authorities. The location details of the Said Project being developed upon ProjectLand is fully described in **Part III of Schedule A**.
- H. Except as disclosed in this Agreement, the Scheduled Land including Project Land is free from all encumbrances.
- I. Said Project has been registered with the Real Estate Regulatory Authority (“**Authority**”) on and the Said Project’s Registration Certificate No. is \_\_\_\_\_. This Registration is valid upto \_\_\_\_\_, unless renewed by the Authority. The details of the Promoter and the Said Project are also available on the website (www.rera.rajasthan.gov.in) of the Authority.
- J. The following approvals and sanctions have been obtained in respect of the Said Project/Whole Project:
- (i) The Site Layout Plan of the Whole Project has been approved by the Urban Improvement Trust, Bhiwadi *vide* its Letter no.6179/15 dated 05/01/2015as amended *vide* letter no.8959/18 dated 15/01/2018\_.A copy of the Site Layout Plan is enclosed herewith and marked as **Annexure- II**.
  - (ii) Approval of the Said Project and permission of building construction upto 38.85 meters height (S +12 floor) under the relevant legal provisions has been accorded *vide* Letter no.6179/15 dated 05/01/2015as amended *vide* letter no.8959/18 dated 15/01/2018 by the Urban Improvement Trust, Bhiwadi. A copy of the permission letter is enclosed herewith and marked as **Annexure- III**.
  - (iii) The Urban Improvement Trust, Bhiwadi has granted commencement certificate to develop the Said Project *vide* its approval no. 6179/15 dated 05/01/2015as amended *vide* letter no.8959/18 dated 15/01/2018by the Urban Improvement Trust, Bhiwadi.



- (iv) Temporary Fire NOC for the Said Project has been accorded by the Fire Officer, Nagar Parishad, Alwar vide letter no. Fire/1739 dated 17<sup>th</sup> June 2014.
- (v) Environmental Clearance from the department concerned has been obtained for the Whole Project vide letter no. F.No.21-133/2014-IA.III dated 20<sup>th</sup> July, 2015.
- (vi) Consent to Establish from Rajasthan State Pollution Control Board, Jaipur for the Whole Project vide order no. 2105-2016/MUID/3195 dated 27<sup>th</sup> January, 2016.
- (vii) NOC for ground water withdrawal by Central Ground Water Authority vide letter no. 21-4(692)/WRCGWA/2015-548 dated 8<sup>th</sup> April, 2016 for the Whole Project.

K. The Promoter has conceived and planned various common areas, amenities and facilities in the Whole Project as detailed in **Part- I of Schedule D**. These common areas, facilities and amenities will be developed alongwith the phases in which they locate and Common Areas and Facilities of the Whole Project shall be common for all occupants of the Whole Project irrespective of the phase in which they locate. Therefore, it has been clearly explained by the Promoter to the Allottee(s) and further agreed by the Allottee(s) that the Common Areas and Facilities of Whole Project would be developed in phases i.e. along with the phase of which such common area/facility/amenity is a part. It has been specifically explained by the Promoter and understood and agreed by the Allottee(s) that upon completion of the Whole Project, all phases in the Whole Project shall be integrated as one and all the Allottees of the Whole Project shall have equal right in the Common Areas and Facilities of the Whole Project and the Allottee(s) shall not obstruct and/or cause any hindrance to any Allottee(s) belonging to any Phase in the Whole Project. The Promoter agrees and undertakes that it shall not make any changes to Approved Plan of the Said Project except in compliance with Section 14 of the Act and other Applicable Laws.

L. The details of the number, type and Carpet Area of Apartments for sale in the Said Project as required under Section 4(2)(h) of the Act are as under:

	<b>Type A 3 BHK</b>	<b>Type B 2 BHK</b>	<b>Type C 1BHK</b>
--	-------------------------	-------------------------	--------------------

Total No. of Apartments	24	48	24
Carpet Area of each Apartment sq mt.(sq ft)	96.34(1037)	77.94(839)	52.21(562)
No. of balcony in each Apartment	1	1	1
Balcony area in each Apartment sq mt.(sq ft)	12.17(131)	12.35(133)	6.68(72)
Built Up Area sq mt. (sq ft)	116.69(1256)	95.50(1028)	64.66(696)
Super Area sq mt. (sq. ft)	142.32(1532)	116.59(1255)	78.78(848)

- M. The Promoter has conceived a detailed plan of development works to be executed in various phases in the Whole Project. Details of the plan of Development Works to be undertaken in the Whole Project including the Said Project and the proposed facilities to be provided including fire fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy, etc, as provided in clause (e) of sub-section 2 of Section 4 of the Act have been specifically provided under **Schedule- E**.
- N. The details of specifications of material used/to be used in construction of the Said Project have been specifically provided in **Schedule-F** attached hereto.
- O. The stage wise time schedule for completion of Said Project, including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/ external development works been specifically provided in **Schedule- G** attached hereto.
- P. The Promoter has opened a separate account in HDFC Bank in Bhiwadi Branch of HDFC Bank for the purpose as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act.
- Q. The Allottee(s), being aware of the Said Project and details given above as well as in the brochure made available by the Promoter and/or on visiting the show home of an Apartment, has applied for allotment and to purchase an Apartment in the Said Project and deposited advance amount / earnest amount and agreed to make timely and complete payments of the remaining sale price

as well as other dues under this Agreement as per terms and conditions of this Agreement as more fully described in **Part II of Schedule C**. There are different kind of apartments conceptualized in the Whole Project which may not be the same as Show Home. The Promoter represents that the Show Home is for representational purposes only and is created to give a look and feel of an Apartment in the Said Project/Whole Project.

- R. On application, as aforesaid, the Allottee(s) has been allotted an Apartment located in the Said Project and pro rata share in the Common Area and Facilities of the Whole Project more particularly described in **Schedule "B"** attached herewith and hereinafter referred to as the "**Unit**".
- S. The details of Floor Plan of the Unit (as described in **Schedule B**) and Building in the Said Project is given in **Annexure- IV**.
- T. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to right, title and interest of the Promoter regarding the Project Land on which the Said Project is being developed have been completed.
- U. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Said Project/Whole Project.
- V. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- W. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Unit.

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

**1. TERMS**

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Unit more specifically given in the **Schedule “B”** hereunder.
- 1.2 The total price of the Unit is more particularly described in **Part I of Schedule C hereunder**.
- 1.3 The Total Price above includes the earnest amount paid by the Allottee(s) to the Promoter towards the Unit as mentioned in **Part I of Schedule C**. All other charges, which are specifically mentioned in this Agreement and does not form part of the Total Price, shall be paid by the Allottee(s) in addition to Total Price as per this Agreement.
- 1.4 In addition to the Total Price, Allottee(s) shall be liable and responsible to pay all taxes, including but not limited to Value Added Tax, Service Tax/GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Said Project. The Allottee(s) shall also be liable to pay reducible maintenance deposit, upfront maintenance charges, documentation charges, stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Sale Deed, Sub- Lease Deed, etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). Details of the total price as above payable by the Allottee(s) to the Promoter has been particularly described in **Part I of Schedule C**.

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

Provided further, that if there is any increase in the taxes after the expiry of the schedule date of completion of the Said Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

- 1.5 The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in **Part I of Schedule C** to be paid in the manner provided in **Part II of Schedule C** hereunder and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of change/ modification/introduction in taxes, which is paid or demanded along with the

Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

- 1.6 The Total Price of Unit includes price of land, construction of, not only the Unit but also, the common areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Said Project.
- 1.7 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges/taxes/levies or introduction of new charges/levies/taxes which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.  
  
Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Said Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).
- 1.8 The Allottee(s) shall be liable for all costs, charges and expenses [subject to maximum of Rs. 10000/- (Rupees Ten Thousand only) in connection with the costs of the preparing, executing and registering of this Agreement or related agreements, conveyance or conveyances, transfer deeds, sub lease deed, sale deed and any other document or documents required to be executed by the Promoter for preparation and approval of such documents.
- 1.9 The Promoter has already received an advance/ earnest amount from the Allottee(s) as mentioned in **Part II of Schedule C** and the Allottees(s) agrees and undertakes to pay the balance amount strictly in accordance with the payment plan given in **Part II of Schedule - C** attached hereto.

Provided that if the Allottee(s) delays in payment towards any amount which is payable as per this Agreement, he shall be liable to pay Delay Payment Charges. The Allottee(s) is aware that the taxes including GST shall be payable in addition to the Delay Payment Charges for delay in payment of any due amount under this Agreement.

- 1.10 The Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein at **Schedule – F** in respect of the Unit or the Said Project without the previous written consent of the Allottee(s) and the Allottee(s) further hereby agrees that such consent shall not be unreasonably withheld. The Promoter may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act. However, facilities/ services/ development works/ amenities, which are not part of the Said Project but will be provided as part of the subsequent phases of Whole Project, may be changed depending upon the nature, requirements and market demand and the Promoter shall not be liable for obtaining consent for the same from the Allottee(s), unless such modification/ alteration in the facility/ service/ development works/ amenities affect the Unit directly.

Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of Section 14 of the Act.

- 1.11 The Promoter shall confirm to the final Carpet Area and Balcony Area that has been allotted to the Allottee(s) after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area and Balcony Area. The Total Price payable for the Carpet Area and Balcony Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area and Balcony Area then the Promoter shall refund the excess money paid by the Allottee(s) within 45 days with interest from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the Carpet Area and Balcony Area, which is not more than three percent of the Carpet Area and Balcony Area of the Unit, allotted to the Allottee(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary

adjustments whether refund or payment shall be made on the basis of Carpet Area plus the Balcony area. Further, Carpet Area shall be measured from brick to brick and Balcony dimension shall be up to the outer edge of the balcony slab.

1.12 Subject to **Clause 9.3**, the Promoter agrees and acknowledges that after registration of conveyance deed of the Unit, the Allottee(s) shall have the right to the Unit as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Unit.
- (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas of the Whole Project. Since the share/ interest of Allottee(s) in the common areas of the Whole Project is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the Common Areas and Facilities of the Said Project to the Owner's Association after duly obtaining the completion certificate from the competent authority as provided in the Act.
- (iii) That the computation of the price of the Unit includes recovery of price of land, construction of, not only the Unit but also, the common areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Said Project as detailed in **Part I of Schedule C**;
- (iv) To assess the extent of development of the Said Project and his Unit, the Allottee(s) may visit the Said Project. However, The Promoter discourages such kind of visit by the Allottee(s) and his/her family members due to the risk at construction site. If the Allottee(s) decides to visit site, he/she shall take due care and proper safety measures while visiting the site as construction activities are in full swing and the Promoter shall not in any way be held responsible for any accident, fall of any object, mishappening etc. caused to/with Allottee(s) and his/her accompanying persons while using the Site. Further, the Promoter strictly prohibits the visit of children at construction site.

1.13 The Allottee(s) understands that the project comprises of open and covered

parking spaces spread across the Whole Project. For day-to-day comfort of all residents the Promoter has earmarked parking space for the exclusive use of each unit. Those Allottee(s) who have not availed the option of covered parking will be earmarked open parking.

Further, the Allottee(s) understand and agree that every Allottee(s) will be entitled to one parking duly earmarked and some Allottee(s) maybe earmarked with more than one parking and the parking so earmarked and the unallotted parking space shall form part of the Limited Common Areas and Facilities of the Whole Project.

- 1.14 The Allottee(s) understands that in order to maintain the administration of the Project, the Promoter has earmarked the parking spaces and the Allottee(s) undertakes to park his vehicle strictly in the parking space earmarked to him and not anywhere else in the Whole Project. The Parking Space earmarked to the Allottee(s) shall be meant exclusively for parking of specific number of vehicles and under no circumstances the Allottee(s) will be allowed to park vehicles more than the parking space earmarked for him or anywhere else in the Whole Project. Further the Allottee(s) agrees that the Promoter or the Owners Association reserves the right to restrict the entry of additional vehicles owned by the Allottee(s) within the Whole Project, in case the Allottee(s) has been allotted one parking space only.
- 1.15 The Promoter has informed the Allottee(s) and the Allottee(s) has agreed that the parking spaces are distributed in the Whole Project and shall be developed in phased wise manner. It may happen that in a Project there may not be sufficient parking spaces as compared to the number of Units developed in a particular Phase. In such a condition, the Promoter shall make temporary arrangements for parking the vehicles till the time permanent parking spaces are earmarked in subsequent phases. Further, the Allottee(s) of subsequent phases may also be earmarked parking space in the Project and in that situation the Allottee shall not have any objection to this.
- 1.16 The Allottee(s) agrees and understands that except the Unit as described in **Schedule B** attached hereto, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Said Project/Whole Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with applicable laws. Convenient shops, shops, ATM space, kiosk etc. built in any part of the Said Project/Whole Project and shops in the activity center are in the nature of saleable Apartment and therefore shall be the exclusive property of the Promoter and he shall be free to deal with it.



Further, the Promoter has represented that it is developing / will develop assisted living center / care homes in one portion of the Scheduled Land, the units developed / to be developed within the assisted living center shall be exclusive property of the Promoter and the Promoter shall be free to deal with this. Allottee(s) /Occupants / residents of Assisted Living Center / Care Homes shall have the same right and interest in the common area and facilities of the Whole Project as other Allottee(s)/occupants / residents have. Common areas in the Assisted Living Centre including corridors, stair cases, lift walls etc shall be limited common areas for the use of the Allottee(s)/ occupants / residents of Care Homes.

- 1.17 The Promoter shall be exclusively entitled to install its signage, hoarding, any other kind of branding for its any past, present and future project at any suitable place in the Project and the Allottee(s) and the Owner's Association shall not have or shall not obstruct on utilization of this right by the Promoter.
- 1.18 The Allottee(s) agrees that if the Allottee(s) delays in payment to the Promoter towards any amount which is payable, he shall be liable to pay Delay Payment Charges and taxes at the prescribed rates. The obligations of the Allottee(s) to pay the amount and the liability towards Delay Payment Charges as aforesaid may be reduced when mutually agreed to between the Promoter and the Allottee(s).
- 1.19 Lawn Area, parking, storage or any other area exclusively earmarked for a particular Apartment(s) by the Promoter shall form part of Limited Common Areas and Facilities for exclusive use and enjoyment of owner / occupant of that Apartment to the exclusion of other Allottees.
- 1.20 The Allottee(s) hereby agrees and acknowledges that the Promoter shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.
- 1.21 The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the Unit to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues. If the Promoter fails to pay all or any of the outgoing/ dues collected by it from the Allottee(s) before transferring the Unit to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the Unit, to pay such outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and

be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

- 1.22 That the Whole Project shall always be known as “**Ashiana Nirmay**” and the Said Project shall always be known as “**Ashiana Nirmay Phase II**” and the name of the Whole Project and the Said Project shall not be changed except with the consent of the Promoter.

## **2 MODE OF PAYMENT**

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan given in **Part II of Schedule-Chereunder** through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of \_\_\_\_\_ payable at \_\_\_\_\_ .

## **3 COMPLIANCE OF LAWS RELATING TO REMITTANCES**

- 3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('**FEMA**'), Reserve Bank of India Act, 1934 ('**RBI Act**') and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in **clause 3.1** above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to

the Promoter immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee(s) and such third party shall not have any right in the application/allotment of the Unit in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee(s) only.

#### **4 ADJUSTMENT/ APPROPRIATION OF PAYMENTS**

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

#### **5 TIME IS ESSENCE**

- 5.1 The Promoter shall abide by the time schedule for completing the Said Project as disclosed at the time of registration of the Said Project with the Authority and towards handing over the Unit to the Allottee(s) and the Common Areas and Common Facilities of the Said Project to the Owner's Association.

#### **6 CONSTRUCTION OF THE SAID PROJECT**

- 6.1 The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the Unit and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Said Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act and the procedure agreed under **Clause 1.10** hereinabove, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

## **7. POSSESSION OF SAID APARTMENT:**

**7.1 Schedule for possession of the Unit**– The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee(s) and the Common Areas and Facilities of the Said Project to the Owners Association, is the essence of the Agreement. The Promoter assures to handover possession of the Unit along with ready and complete Common Areas and Facilities of the Said Project with all specifications, amenities and facilities of the Said Project in place on or before **May 2021**, including a grace period of six months, unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the Said Project (“**Force Majeure**”). If, however, the completion of Said Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit and the Promoter shall not be liable to pay any penalty/interest/compensation during such Force Majeure condition, provided that such Force Majeure conditions are not of a nature which makes it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Said Project due to Force Majeure conditions, which shall be assessed by the Promoter, the Promoter shall inform the Allottee(s) about such impossibility along with notice of termination of one month and upon termination of this allotment, the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee(s) with Interest within forty-five days from the date on which termination became effective. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession-** The Promoter, upon obtaining the completion certificate from the competent authority shall vide offer letter (“**Offer Letter**”) offer in writing the possession of the Unit, to the Allottee(s) in terms of this Agreement. Within **30 days of the date of offer** of possession given to the Allottee(s) by the Promoter, the Allottee(s) shall make payment of all dues, outstanding, interest, if any, maintenance security etc. to the Promoter and within 50 days from clearance of entire dues, outstanding charges, if any, the Allottee(s) shall take physical possession of the Unit and simultaneously get conveyance of his Unit done from the Promoter by getting the conveyance deed/sale deed/sub lease deed registered before the Sub Registrar, Bhiwadi. After expiry of 3 (Three) full calendar

months **from the date of completion certificate**, the Allottee(s) shall be liable to pay the maintenance charges as determined by the Promoter/Owners Association/ Maintenance Agency, as the case may be. The Promoter shall handover a copy of completion certificate of the Apartment/ Plot, as the case may be, to the Allottee(s) at the time of conveyance of the same. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter which the Promoter is liable to comply/carry out as per the Applicable Laws provided such failure is not on account of reasons beyond the controls of Promoter and/or on account of any default/delay on the part of the Allottee(s). The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1998 and Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority. The Promoter shall not be responsible for any damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on “*as is where is basis*”. The Promoter shall not be held responsible in any manner for any future mishaps like fire, earthquake, flood etc. OR any accident caused due to any of machineries installed like electrical equipment, and transformer, etc.

**Possession of the Allottee(s)-** After obtaining the completion certificate and handing over physical possession of the Unit to the Allottee(s), it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Owners Association within thirty days after obtaining the completion certificate.

Possession of the property has not been handed over to the buyer with this agreement.

**7.3 Cancellation by Allottee (s)-** The Allottee(s) shall have the right to cancel/withdraw his allotment in the Said Project as provided in the Act.

Provided that where the Allottee(s) proposes to cancel/withdraw from the Said Project without any fault of the Promoter, before the completion of the Project, the Promoter shall be entitled to forfeit the Earnest Amount, all any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit and all other penalties and Delay Payment Charges in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance

amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) without any interest, from the amounts realized from the such new Allottee(s).

**Cancellation by Allottee(s) after Completion Certificate**-Where the Allottee(s) proposes to cancel/withdraw from the Said Project without any fault of the Promoter, after receipt of completion certificate of the Said Project, the Promoter shall be entitled to forfeit twice the Earnest Amount, all any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit and all other penalties and Delay Payment Charges in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) without any interest, from the amounts realized from the such new Allottee(s).

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the day specified in **Clause 7.1** above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Said Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, with interest calculated at Interest Rate including compensation in the manner as provided under the Act within forty-five (45) days of it becoming due:

Provided that if the Allottee(s) does not intent to withdraw from the Said Project, the Promoter shall pay the Allottee(s) interest computed at Interest Rate for every month of delay, till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee(s) within forty-five (45) days of it becoming due.

- 7.4 The Allottee(s) shall be liable to pay from the date of expiry of 30 days of the date of Offer Letter or date of actual possession, whichever is earlier, house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) proportionately. If the Promoter has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter within 15 days from the date of notice in this regard from the Promoter failing which the Promoter shall be entitled to charge delay payment charges for the period commencing on the date on which the Promoter paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter.

## **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- (i) The Promoter has absolute, clear and marketable title with respect to the Scheduled Land/Project Land and the requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the Project Land for the Said Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Said Project.
- (iii) Except those mentioned in this Agreement, there are no encumbrances upon the Project Land or the Said Project.
- (iv) There are certain litigations pending before different Court of law in Bhiwadi, Tizara, Alwar and in High Court of Jaipur in respect of (1) easementary rights in khasra no. 174 of the Scheduled Land; (2) for declaration and cancellation of sale deeds for 15 biswa land under Khasra No. 174 and 179 and (3) for mandatory injunction against construction on gairmumkin raasta passing through Khasra No. 175 of the Scheduled Land in revenue record of Village Thada, Tehsil Tijara, Distt- Alwar. Promoter believes that all these litigations are ill motivated and is contesting the same.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Said Project, Project Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain in compliance with all applicable laws in relation to the Said Project,

Unit and Common Areas and Facilities of Whole Project/Common Areas and Facilities of the Said Project.

- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected.
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement or arrangement with any person or party with respect to the Project Land, including the Said Project and the Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Unit to the Allottee(s) in the manner contemplated in this Agreement.
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the Common Areas and Facilities of the Said Project to the Owners Association.
- (x) The Project Land is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Project Land.
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Said Project to the Competent Authorities till Completion Certificate has been issued and possession of the Unit along with Common Area (equipped with all specifications, amenities and facilities) has been handed over to the Allottee(s) and Owners Association.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the property) has been received by or served upon the Promoter in respect of the Project Land and/or the Said Project.

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

**9.1** Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events, namely:-



- (i) The Promoter fails to provide ready to move in possession of the Unit to the Allottee(s) without any default on the part of the Allottee(s), within the time period specified in **Clause 7.1** above in this Agreement or fails to complete the Said Project within the stipulated time disclosed (as extended as per the Act) at the time of registration of the Said Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties and as specified in **Schedule G** and for which completion certificate has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a Developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.

**9.2** In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled, subject to the condition that there is no default on the part of the Allottee(s) to the following:-

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Unit, along with interest calculated at Interest Rate within forty-five days of receiving the termination notice:

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

**9.3** The Allottee(s) shall be considered having committed a default, on the occurrence of any one or more of the following events:

- (i) failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan, despite having been issued notice in that regard;
- (ii) delay/default by Allottee(s) under **Clause 9.3** (i) above continues for a period beyond Two consecutive months after demand notice from the Promoter in this regard;
- (iii) after the issuance of Offer Letter as per **Clause 7.2**, failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due including delay payment charges, if applicable, under this Agreement within the period mentioned in the Offer Letter;
- (iv) after the issuance of Offer Letter as per **Clause 7.2** the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Promoter under this Agreement, in execution and registration of conveyance deed of the Unit and/or taking possession of Unit within the period mentioned in Offer Letter;
- (v) breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
- (vi) violation of any of the Applicable Laws on the part of the Allottee(s).

**9.4** The Promoter's rights/remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned in **Clause 9.3** above shall be as follows:

- (i) Upon occurrence of event of default mentioned in **Clause 9.3(i)**, the Allottee(s) shall be liable to pay Delay Payment Charges plus applicable taxes on the overdue amounts for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;
- (ii) Upon occurrence of event of default mentioned in **Clause 9.3(ii)** the Promoter may cancel the allotment by terminating this Agreement by serving a notice of 15 days to the Allottee(s) in this regard;
- (iii) Upon occurrence of event of default mentioned in **Clause 9.3(iii), (iv), (v) and (vi)**, the Promoter shall have the option to terminate this Agreement as mentioned in Clause 9.4 (ii); Further in case of event of default under Clause 9.3(iii), till the time Promoter exercises the option to terminate this Agreement it shall be entitled to (a) recover Delay Payment Charges as per Clause 9.4 (i), and (b) recover maintenance charges from the date of expiry of 30(thirty) days from the date of Offer

Letter;(c) recover holding/ safeguarding charges @ 0.1% per month on the Total Price of the Unit; (d) taxes mentioned in Clause 7.4; (e)withhold registration of the conveyance deed of the Unit in favour of the Allottee(s); and to refuse possession of Unit to the Allottee(s) till payment of amounts mentioned Clause 9.3(iii) is made and Allottee(s) hereby authorizes the Promoter for the same.

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

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

- (i) The Earnest Amount;
- (ii) all taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit;
- (iii) The Delay Payment Charges paid/payable by the Allottee(s) to the Promoter as per **Clause 9.4(i) and/or 9.4 (iii)**, if applicable;

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

## **10. MAINTENANCE OF THE SAID PROJECT**

**10.1** The Allottee(s) understands that Ashiana Nirmay, being a theme based project specially designed to keep in mind the needs and requirements of the seniors of the society and therefore needs specialized care and maintenance by an agency which have requisite knowledge, experience and expertise.

Further, one of the factors for the Allottee(s) to buy the Unit in Said Project is that the Promoter is known for appropriate standards of maintenance and management services in relation to its project through its associate Ashiana Maintenance Services, LLP (“**Maintenance Agency**”). Maintenance Agency has very rich and vast experience and expertise in the management and maintenance of large size high rise residential projects including senior living projects having all modern equipments, amenities and facilities such as club house, swimming pool, gym, STP, water treatment plant, power back up system, reticulated pipe gas network, video door phone, CCTV surveillance system or other modern security system, lifts, horticulture etc. The Allottee is aware that due to qualitative and cost effective maintenance of the Project, the Maintenance Agency is able to maintain the beauty and aesthetic look of the Project consistently which not only increases the life of the project but gives appreciation to the value of the project. Apart from qualitative maintenance of the project, Maintenance Agency organizes various sports, cultural and festive activities from time to time for the benefit and enjoyment of the residents which ultimately provides a good lifestyle to the residents. The Allottee(s) understands that other Allottee(s) have also booked/bought Units in the Project because of the above characteristics of Maintenance Agency. Accordingly, the Maintenance Agency is appointed to carry out the maintenance of the Said Project/Whole Project at competitive prices until its appointment is recalled and another maintenance agency is appointed after notice period of six months by the Owners Association through a majority resolution.

- 10.2 The Promoter shall handover the Common Areas and Common Facilities of the Said Project to the Owners Association/Society in accordance with the Applicable Laws.
- 10.3 An Association/Society of Owners for the Whole Project shall be formed in accordance with the provisions of the Act and the rules made there under. All the Owners of the units/apartments in **Ashiana Nirmay Phase-II** and that of subsequent Phases of the Whole Project shall become members of the Association/Society as and when asked for. Owners’ Association/Society shall have a set of bye laws (hereafter referred to as "**Bye-Laws**") which shall govern the Owners Association/Society and the members of the Owners Association/Society i.e. the unit owners in the Whole Project. All the owners of units/apartments in the Whole Project shall become members of the Ashiana Nirmay Owners’ Association/Society by payment of membership fees and shall abide by the Bye-Laws of the Owners’ Association/Society. The Allottee(s) shall become member of the

Owners' Association/Society by signing necessary forms/documents for the Unit and hereby undertakes to comply with the Bye-Laws in letter and spirit.

- 10.4 The Allottee(s) agrees to pay, at the time of possession, a reducible interest free management deposit to be determined or fixed by the Promoter from time to time, to the Promoter or its assignee. It is expressly agreed and understood that the deposit made by the Allottee(s) on account of management fee is limited to the Allottee(s) or his heirs on succession and the benefit of such deposit shall not be available to any voluntary transferee or assignee of the Allottee(s) and upon such voluntary transfer being made such transferee and/or assignee shall be required to make fresh deposit on account of management fee at the then prevailing rules and rate and upon such deposit being made by such transferee and/or assignee the Promoter or its assignee shall refund the management fee for unutilized period to the Allottee(s).
- 10.5 Immediately after expiry of fifteen years from the date of possession of the Unit the Allottee(s) shall make fresh deposit on account of management fee in accordance with the then prevailing rules and rates.
- 10.6 The Allottee(s) shall not raise any objection, if any changes or modifications are made in the draft Bye-Laws as may be required by the Registrar of societies or other competent authority as the occasion may demand. After the handover of Common Areas and Facilities of Said Project to Owners Association/Society as per the Act, it shall be the responsibility of the Owners Association/Society, to run and maintain the Common Areas and Facilities of Said Project along with Common Areas and Facilities of the Whole Project, and to determine from time to time the rate and amount of combined expenses and outgoings for the Common Areas and Facilities of Said Project and Common Areas and Facilities of the Whole Project recoverable proportionately from the Allottee(s) and from all other parties and the Allottee(s) agrees that he shall be liable to pay the said combined expenses and outgoings and other dues to the Owners Association/Society, from time to time & regularly.
- 10.7 The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Facilities of the Said Project or Common Areas and Facilities of the Whole Project shall be subject to timely payment of total maintenance charges and performance by the Allottee(s) of all his/her obligations in

respect of the terms and conditions specified under this Agreement as well as by the Owners Association/Society from time to time.

- 10.8 Allottee(s) shall be bound by all the terms and conditions of the Agreement of Association/Society, Bye- Laws, maintenance agreement and any other agreement entered by the Owners Association/Society and any decisions taken by the Owners Association as per it Bye –Laws.

**11. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five (5) years by the Allottee(s) from the date of Offer letter, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty (30) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, in case any damage to the Unit is caused by the Allottee(s) and/or any reasonable wear and tear and/or any damage caused due to Force Majeure shall not be covered under defect liability period.

**12 INDEMNIFICATION:**

- 12.1 The Allottee(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Agreement and/or (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoter and/or (v) due to

failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in **Clause 20** and/or (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement as per **Clause 20** and/or (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).

- 12.2 The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.
- 12.3 The indemnification rights of the Promoter under this Clause shall be in addition to any other rights and remedies available to the Promoter under Applicable Laws, equity and this Agreement.

### **13. SPECIFIC PERFORMANCE**

- 13.1 The Parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Agreement and therefore that, without prejudice to any and all other rights and remedies the Promoter may have, the Promoter shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Promoter may have under law or in equity or pursuant hereto.

### **14. RIGHT TO ENTER THE UNIT FOR REPAIRS:**

The Promoter/ Owners Association shall have right of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Owners Association/ to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

### **15. USAGE**

**Use of service areas:-** The service areas, if any, as located within the Said Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per

sanctioned plans. The Allottee(s) shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Owners Association for rendering maintenance services.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:**

- (i) Subject to **clause 11** above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit, and keep the Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable condition and repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- (ii) The Allottee(s) further undertakes, assures and guarantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the Building or anywhere on the exterior of the Said Project/Whole Project, building therein or common areas.
- (iii) The Allottee(s) shall also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design.
- (iv) Further the Allottee(s) shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the Building. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- (v) That all fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the Promoter/ Owners Association and nowhere else. The non-observance of the provisions of this clause shall entitle the Promoter or Owners Association, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
- (vi) The Allottee(s) agrees to abide by and comply with the bye-laws or housing rules or such rules which may be issued from time to time by the Owners Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Said Project/Whole Project.



- (vii) The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony/ lawns /roof-top/ terrace under his/her/its use.
- (viii) It is in the interest of the Allottee(s), to help the Owners Association in effectively keeping the Unit and/or the Said Project/Whole Project secured in all ways, For the purpose of security, the Owners Association would be free to restrict and regulate the entry of visitors into the Building/ Said Project/Whole Project.
- (ix) The Allottee(s) shall not use the Unit for any purpose other than as set out under this Agreement nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Said Project/Whole Project or for any illegal or immoral purpose.
- (x) Allottee(s) shall not throw dirt, rubbish, rags, garage etc. or permit the same to be thrown from the Unit in the compound or any portion of the Scheduled Land and the Building in which the Unit is situated.
- (xi) Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Unit and the Building/Said Project/Whole Project in which the Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the said Building/Said Project/Whole Project and/or the Unit.
- (xii) Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. paradise or other structures in the Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- (xiii) The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Owners Association and/or maintenance agency appointed by the Owners Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (xiv) The Allottee(s) declares and confirms that he shall strictly observe and abide by the special conditions of the Promoter and/or Ashiana Nirmay set out in paragraph E hereinabove and agrees and undertakes not to commit any breach thereof.
- (xv) The Allottee(s) agrees and admits that it shall be lawful for the Promoter or its nominee or Owner's Association or the Maintenance Agency to debar or prohibit entry of the Allottee(s) or any person claiming through the Allottee(s) into **Ashiana Nirmay** including the said Unit in case the Allottee(s) or any person claiming through him does not fulfill the special conditions mentioned in paragraph E hereinabove.

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

- 17.1 The Parties are entering into this Agreement for the allotment of Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Said Project/Whole Project.
- 17.2 Owner's Association shall be liable and responsible for applying or obtaining renewal of Fire NOC, Consent to Operate, Renewal/ replacement of transformer and/or other statutory renewals which are required to be obtained for the Complex in future after conveyance of common areas in favour of Owner's Association. The Allottee(s) and Allottee(s) of other units and/or Owners Association without any reference to the Promoter shall be entitled to approach the requisite authority for any such approvals/renewals. Failure to get statutory approvals or renewal within the prescribed time and/or consequences resulting due to non-renewal of the statutory approvals shall not cast any liability on the Promoter.

**18. ADDITIONAL CONSTRUCTIONS AND SHARING OF SERVICES:**

- 18.1 The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Said Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.
- 18.2 The Promoter represents to the Allottee(s) that adjacent to the Scheduled Land the Promoter has other parcels of land which forms part of Ashiana Town. The Promoter further represents that there may be certain services which shall be common for both the parcels of the land. The cost of maintenance for such services shall be borne proportionately by the Allottee(s) of both the parcels of land.

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

- 19.1 Without affecting the rights and interest of the Allottee(s) in respect of the Unit under this Agreement, in case the Promoter raise finance, loan from any financial institution/Bank by way of mortgage/ charge securitization of receivables or in any other mode or manner by charge/mortgage of the Said Project, such mortgage shall be subject to the condition that the rights and interest of the Allottee(s) in respect of the Unit under this Agreement shall

not be affected and the Allottee(s) shall be entitled to take loan from any bank/financial institution for purchase of the Unit and the Unit shall be free from all encumbrances at the time of registration of conveyance deed of the Unit. For the purpose of the same, the Promoter shall provide NOCs, etc. as may be required by the Allottee(s).

**20. BINDING EFFECT**

20.1 Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar, Bhiwadi as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall be entitled to serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), Promoter shall have the option to cancel the allotment of the Allottee(s) and if so chosen by the Promoter, amount of earnest money deposited by the Allottee(s) shall be forfeited. However, cancellation of booking is done within 30 days from the date of booking full advance payment/earnest money shall be refunded without interest. The Allottee(s) shall be liable to pay all the cost incurred by the Promoter in respect of application and allotment of Unit to the Allottee(s), including preparation of this Agreement, postal cost, advocate fees, etc.

**21. ENTIRE AGREEMENT:**

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

**22. RIGHT TO AMEND:**

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

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

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

**24. BROKERAGE:**

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

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

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement, expressly waive the breach by the Allottee(s) in not making payments as per the payment plan mentioned in **Part II of Schedule C** of this Agreement including waiving the payment of delay payment charges. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee(s) shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee(s).

25.2 Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision. Accordingly, any waiver by any party shall be in writing.

**26. SEVERABILITY:**

26.1 If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the

purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

27.1 Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other Allottee(s) in the Said Project/Whole Project, the same shall be the proportion which the Carpet Area and Balcony Area of the Unit bears to the total Carpet Area and Balcony Area of all the Apartments in the Said Project/Whole Project, as the case may be. However, maintenance charges for the unit shall be calculated on the basis of super area.

**28. FURTHER ASSURANCES:**

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

**29. PLACE OF EXECUTION:**

29.1 The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s). After the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Bhiwadi.

**30. NOTICES:**

30.1 All the notices referred to in this Agreement shall be in writing and shall be deemed to be properly given and served on the party to whom such notice is to be given if sent either by registered A.D. post or speed A.D. post to the party at their respective addresses given above.

30.2 It shall be the duty of the Parties to inform each other of any changes subsequent to the execution of this Agreement in the above address by registered/ speed post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s), as the case may be.

**31. JOINT ALLOTTEE:**

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

**32. SAVINGS:**

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

**33. GOVERNING LAW:**

33.1 That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

**34. DISPUTES:**

- a) All or any disputes arising out of or touching upon or in relation to the terms of this Agreement/allotment letter or its termination including the interpretation and validity thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions between the Parties, failing which the issues shall be settled in the manner as provided under the Act.
- b) In case of non-compliance of any obligation cast upon the Promoter or the Allottee(s), as the case may be, under the Act or rules and regulations made thereunder or this Agreement, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act.

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

**Signed and delivered by the within named Allottee(s) in the presence of witnesses on .....**

Signature (Name) (First-Allottee)	Signature (Name) (Second-Allottee)
---	--

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

<u>PROMOTER</u> For and on behalf of M/s Ashiana Housing Ltd.
Name
Signature
Designation

<u>WITNESSES</u>
1- Signature
Name
Address
2- Signature
Name
Address

## Part-I of SCHEDULE-A

(Description of Entire Land)

Name of Revenue village and Tehsil	Khasra No.	Area (in meters)
Village Thada, Tehsil Tizara, Dist. Alwar, Rajasthan.	152 to 156,159 to 163,355/166,168,169,171 to 174, 179	166793 Sqm
Village Udaipur, Tehsil Tizara, Dist. Alwar, Rajasthan.	197,199,201 to 205, 208 to 212,227,425,426,427,178 to 183,213,215,217,222,224,225,229,232,2 33,416,417,421,422	
	Total Area	

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

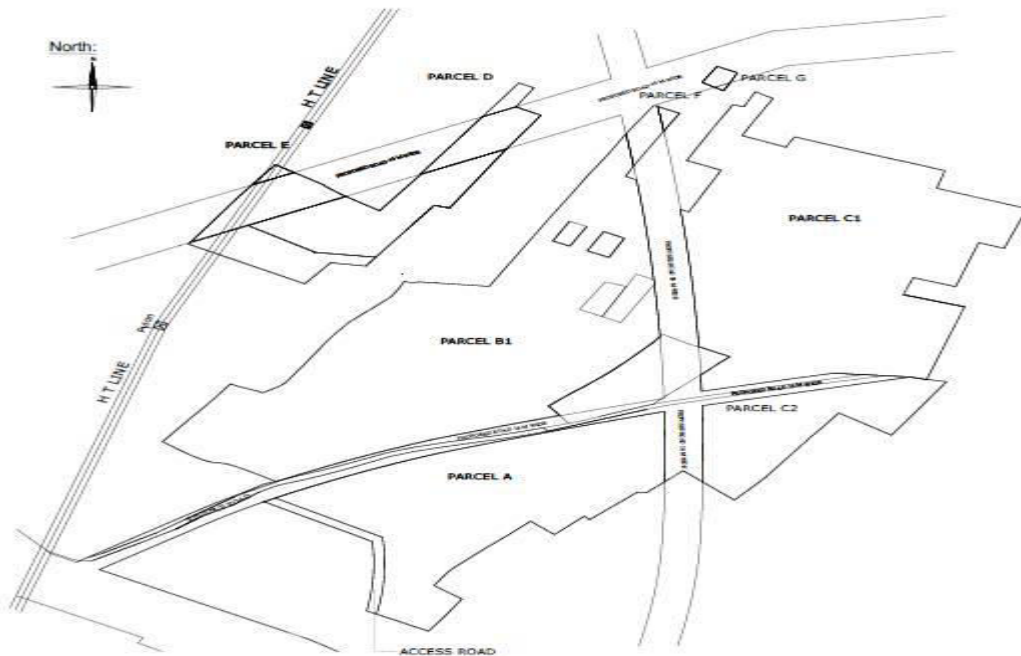
In North : Proposed 45 mtr. Master Plan Road

In South : Khasra No. 180 & 181 of Village Thada

In East : Khasra No. 170 of Village Thada and Khasra No. 424 of Village Udaipur

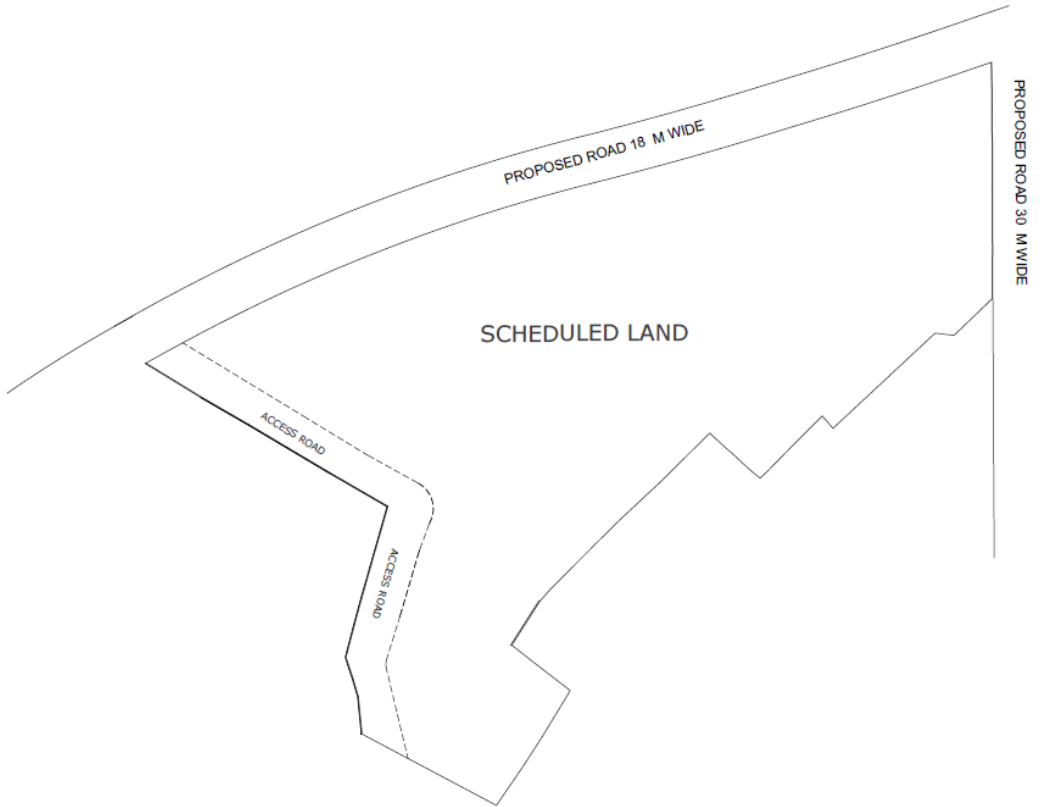
In West : Khasra No. 155 of Village Thada and Khasra No. 219 of Village Udaipur

3. Maps of the Entire Land :





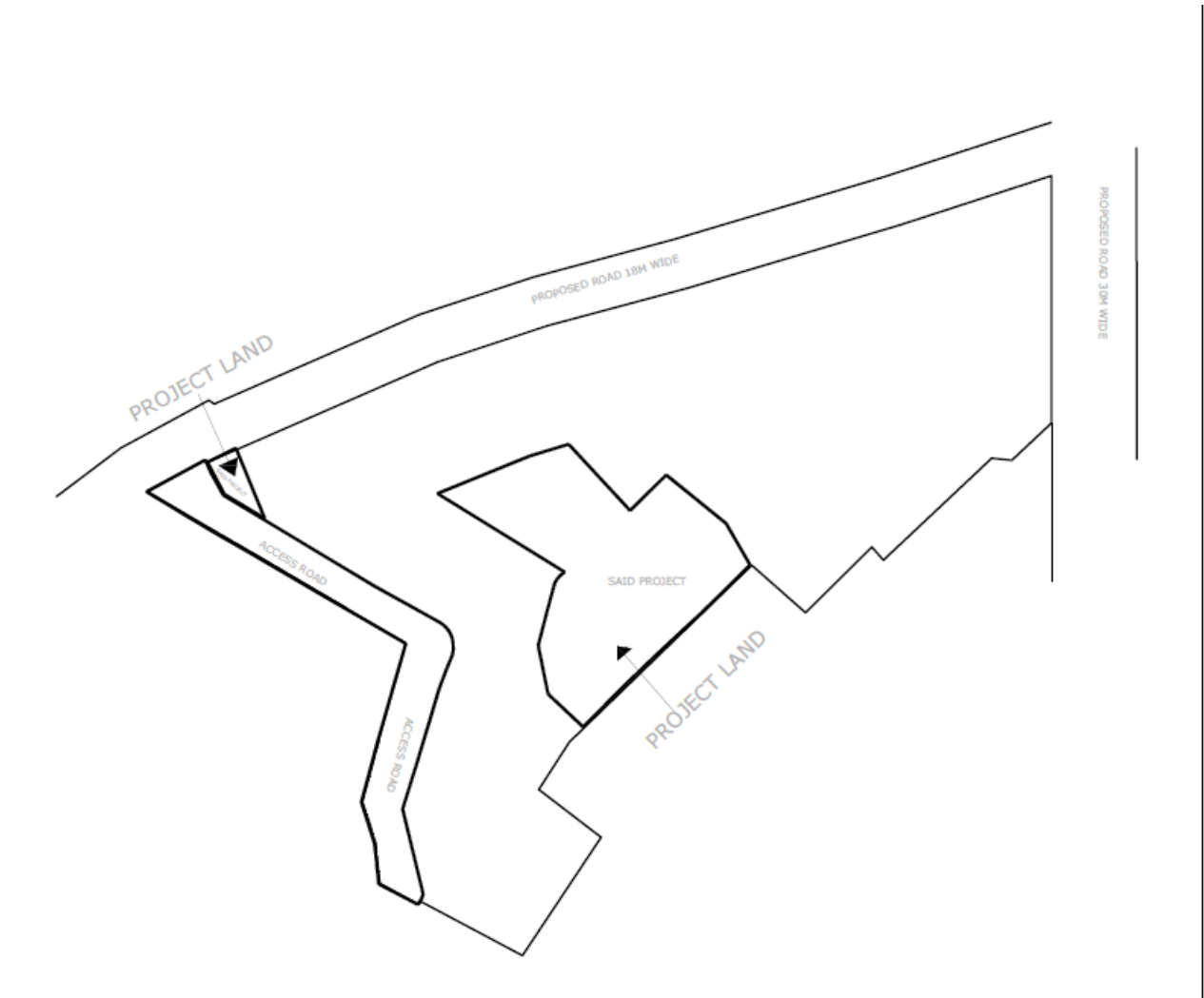
**Part-II of Schedule A**  
(Description of Scheduled Land)



**Part-III of Schedule A**  
(Description of Project Land)

The area of the Project Land on which the Said Project (Ashiana Nirmay Phase II) is being developed is 5143 sqm

Maps of the Project Land:



## SCHEDULE-B

### (Description of the Unit)

- a. Unit No. \_\_\_\_\_
- b. Floor: \_\_\_\_\_
- c. Type: \_\_\_\_\_
- d. CLSS Carpet Area
- e. Carpet Area: \_\_\_\_\_ sq. mtr. (\_\_\_\_\_ sq. ft.).
- f. Exclusive Balconies
  - i. Balcony one: \_\_\_\_\_ sq. mtr. (\_\_\_\_\_ sq. ft.)
  - ii. Balcony two: \_\_\_\_\_ sq. mtr. (\_\_\_\_\_ sq. ft.)
- g. Built- up Area: \_\_\_\_\_
- h. Super Area: \_\_\_\_\_

**Note-**

- (i) Before applicability of the Real Estate Regulation Act, immovable properties were generally sold on Super Area basis. It is now very difficult for the Allottee(s) to compare between the units sold on Super Area and the units being sold on Carpet Area basis. Therefore, for the purpose of making it comparable with the properties sold prior to applicability of Real Estate Regulation Act, Super Area of the Unit is being provided. Super Area has no commercial bearing. Consideration of the Unit is dependent on Carpet Area and exclusive balcony or verandah and is not dependent on Super Area of the Unit.

**PART I OF SCHEDULE- C**  
(Total Price of the Unit)

The total price of the Unit is Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) is as follows:

Price of the Unit                      Rs. \_\_\_\_\_  
Less, Discount:                      Rs. \_\_\_\_\_  
Total Price:                              Rs. \_\_\_\_\_

**PART II OF SCHEDULE- C**  
(Payment Schedule)

Particulars	Installment Amount in Rs.
Total	

**Note-i)** Amount reflected above is exclusive of Service Tax/GST/VAT, interest, stamp duty and registration charges.

**Part-I OF  
SCHEDULE- D**

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

- (i) The Scheduled Land
- (ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings in Ashiana Nirmay ;
- (iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces;
- (iv) The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of Apartment service personnel;
- (v) Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
- (vi) the water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (vii) all commercial units and commercial facilities as provided in Ashiana Nirmay Phase excluding commercial space/shop in the Club/Activity Centre, Units which are covered in the definition of Apartment and available for sale;
- (viii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;

**Part-II OF SCHEDULE - D**

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

- 1. Park
- 2. Security System
- 3. Sewer System
- 4. Water supply
- 5. Electrical Supply
- 6. Fire Fighting System
- 7. LPG Supply
- 8. Storm Water Drainage System
- 9. DG Sets
- 10. ESS
- 11. LPG Gas Bank

**SCHEDULE- E**  
**(Detailed Plan of Development Works to be undertaken)**

The Promoter has conceived a detail plan of following development works to be developed in various phases in the Whole Project including the Said Project:

- I. **Fire Fighting Facilities-** Fire fighting equipments/ facilities will be provided in the whole project as per NBC guidelines.
- II. **Water Supply** - The Promoter has obtained Central Ground Water Authority NOC for abstraction of Ground Water through Tube wells.
- III. **Emergency Evacuation Services-** It has been proposed to provide two staircases (one normal staircase and 1 fire escape staircase) of appropriate width in accordance with the NBC guidelines. In addition to this, it is proposed to provide emergency assembly points in the Whole Project.
- IV. **Use of Renewable Energy--** Solar Water heating panels will be provided on the terraces of the Building for supply of pre heated water in the master toilet. However, to save water usage, it is recommended to route the pre- heated water through geysers.
- V. **Piped Gases-** It has been proposed to engage an external agency for providing pipe gas facility through gas bank located at various locations. The agency shall lay down a reticulated system for provision of piped gas facility and shall install pre- paid meters in the apartment. The gas to each apartment shall be supplied directly by the agency on charges via pre –paid meters.
- VI. **Electrical Supply-** Electricity/power shall be supplied by Jaipur Vidyut Vitran Nigam Limited, Bhiwadi. In case there is a delay in obtaining permanent electricity connection, the Promoter shall arrange power through DG sets on a chargeable basis.
- VII. **Sewage Treatment Plant-** The Promoter proposes / has installed an STP for treatment of sewage. Operationalisation of STP required minimum threshold occupancy. However, till such time, the Promoter shall provide a septic tank for disposal of waste.
- VIII. **Treated/Recycled Water-** Promoter plans to use the treated/recycled water for flushing and horticulture.

## **SCHEDULE-F**

### **SPECIFICATION**

1. **Foundation:** Reinforced cement concrete, isolated & combined footings/ strip foundation/ raft or load bearing rubble/ masonry or cast-in-situ bore piles and pile caps as per applicable Bureau of Indian Standards (BIS) codes. (refer note 14-j)
2. **Superstructure:** Reinforced cement concrete frame structure or load bearing masonry structure in accordance with applicable earthquake zone and Bureau of Indian Standards (BIS) codes (refer note 14-j).
3. **Walls:**
  - a) **Internal:** Brick wall of Clay Bricks/Fly ash Bricks/AAC Blocks
  - b) **External:** Same as above.
4. **Finishes- Wall:**
  - i. **Units**
    - a. **Master and all other bathrooms:** Ceramic tiles up to 2.0 to 2.1 M height from floor level and above the tiles - sand-cement plaster and a coat of POP with coating of emulsion paint.
    - b. **Kitchen:** Ceramic tiles 0.60 meter from counter top and above the tiles - sand-cement plaster and a coat of POP with coating of emulsion paint.
  - ii. **Common Areas — Internal Wall**

Lift lobby in basement, stilt/ground floor and upper floors: Granite and/or marble and/or vitrified tiles and/or ceramic tiles and/or cement sand plaster and/or other local stone and/or combination of any two or more items with emulsion paint finish (wherever applicable).
  - iii. **Common Areas — External Wall**

All external walls including roof terrace, open terrace, balcony: Cement sand plaster with spray texture/coating and/or emulsion paint finish.
5. **Finishes -Floor**
  - i. **Units:**
    - a. Living/Dining, entrance foyer, corridor leading to bedrooms: Vitrified Tiles(600X600);
    - b. Bedrooms and study room: Ceramic Tiles-matt finish (600X600);
    - c. Master and all other bathrooms: Ceramic Tiles (300X300 or other sizes up to 450X450) and/or combination;
    - d. Balcony: Ceramic Tiles (300X300 or other sizes up to 450X450 and/or combination) suitable quality glazed/matt finish;
    - e. Open Terrace: Kota stone/other local stone/ceramic tiles of appropriate quality/stone mosaic floor;
    - f. Internal staircase: Ceramic tiles (300X300 or other sizes up to 450X450 and/or combination) or marble/local stone or combination of tiles and stone ;

- g. Kitchen: Ceramic tiles (300X300 or other sizes up to 450X450 and/or combination) matt finish.

**ii. Common Areas - Internal Floor**

- a. Lift lobby in basement, stilt/ground floor and upper floors: Ceramic tiles (300X300 or other sizes up to 600X600 and/or combination) or Kota stone/other local stone of appropriate size or combination of ceramic tiles;
- b. Staircases and Staircase landing: Ceramic tiles of appropriate quality or semi polished kota stone or any other local stone or combination of tiles and mentioned stone;
- c. Stilt area: Ceramic tiles of appropriate quality or semi polished kota stone or any other local stone or combination of tiles and mentioned stone;
- d. Basement: Homogeneous cement floor of appropriate specification.

**6. Ceiling:**

**i. Units**

- a) Living/Dining, bedrooms, bathrooms, entrance foyer, study area/room, store, balcony corridor inside the units leading to bedrooms, kitchen & all bathrooms:
  - i) Plastered with either
    - a) sand-cement mortar and a coat of plaster of Paris or
    - b) gypsum
  - ii) Pleasing shade emulsion paint (Plastic/Acrylic as per Architect's recommendation) finish of appropriate quality.

**ii. Common Area**

- a) Lift Lobbies: same as 6(i)
- b) Staircase, Common lobby, Corridor, Stilt area:
  - i) Plastered with either-
    - a) sand-cement mortar and a coat of plaster of Paris or
    - b) gypsum
  - ii) Pleasing shade cement paint /distemper/emulsion of appropriate quality (as per Architects recommendation).
- c) Basement car parks and ramp: Cement concrete surface finished with grey cement wash after appropriate chiselling/grinding/smoothing or exposed concrete finish.

**Notes:**

Tiles are generally laid with spacers of suitable width as decided by Architect and joints are filled with cementitious grout.  
Skirting of 75 to 100 mm wherever applicable.  
No skirting underneath kitchen platform.  
No tiles in cupboard area.  
No tiling work on top surface of loft.  
Marble/black granite /same floor tiles in window cill inside the room. Outside the unit, window cill will be sand-cement plastered and painted.

**7. Windows:**

- a. Bedrooms, drawing/dining and kitchen: 2 to 3 track aluminium/UPVC framed window, with 2 to 3 sliding panels depending upon size with clear float glass and provision for fly mesh shutter.



- b. All bathrooms/powder room: Top hung/louvered with frosted glass. No flymesh shutter is being provided.
- c. 2 numbers well supported MS horizontal bar across the window opening at suitable height shall be provided as safety feature. Full grill covering is not being provided.

**8. Door:**

- a. All door frames are folded steel sections.
- b. Main entrance: Laminated flush door or flush door with beading or moulded skin door shutter. Provision to fix mesh door (mesh door is not provided).
- c. Bedrooms, Study room, master and all other toilets: Flush door or moulded skin doors.
- d. Kitchen: No door is provided.

**Notes:** All doors and door frames are enamel painted.

**Fixture detail:** Night latch, L drop & Door stopper in main door of standard make. Mortise lock with handle, Door stopper & tower bolt in all bedroom's door. Mortise lock with handle in all bathroom and powder room.

**9. Bathrooms and kitchen**

Sanitary wares and fixtures

- a. All toilets except powder room;
  - i. 1 wash basin fitted under/over marble/granite counter or 1 recessed wash basin factory moulded with same vitrified counter ledge and a PTMT framed 450 X 550 mirror;
  - ii. 1 floor mounted EWC with 6 litre capacity dual flush type vitrified cistern with seat and seat cover;
  - iii. A stainless steel curtain rod as per design of the Architect shall be fixed to segregate shower area from rest of the area in master toilet only. No curtain would be provided;
  - iv. A single lever half/quarter turn CP basin mixer in wash basin, a single lever wall mixer with overhead shower and a spout in shower area;
  - v. 1 CP angle valve along with chrome plated PVC semi rigid/flexible health faucet of standard make;
  - vi. 2 CP angle valve of standard make for in and out of hot water geyser;
  - vii. 2 angle valves for water connection to wash basin and 1 angle valve for water connection to flushing cistern and 1 bottle trap of standard make PTMT material;
  - viii. 1 towel rod;
  - ix. 1 towel rack instead of towel rod shall be provided in master toilet only.

**b. Staff toilet (wherever applicable)**

- i. 1 floor mounted EWC with 6 litre capacity dual flush type PVC cistern with white/off white PVC/UPVC seat and seat cover;
- ii. 1 wash basin and a PTMT framed 400X500 mirror;
- iii. 1 bib tap in wash basin for cold water only of standard make;

- iv. 1 bib tap for cold water and 1 bib tap for hot water of standard make are provided in bathing area;
- v. 1 angle valve for water connection to wash basin and 1 angle valve for water connection to flushing cistern and
- vi. 1 bottle trap of standard make PTMT material.

**c. Powder Room (wherever applicable)**

- i. 1 wash basin with 1 pillar cock for cold water;
- ii. 1 floor mounted EWC with 6 litre capacity dual flush type vitrified cistern with seat and seat cover;
- iii. 1 CP angle valve along with chrome plated PVC semi rigid/flexible health faucet of standard make;
- iv. 1 angle valve for water connection to wash basin and 1 angle valve for water connection to flushing cistern and
- v. 1 bottle trap of standard make PTMT material.

**d. Kitchen**

- i. 1 stainless steel sink with one bowl of 160-200 mm depth and a drain board;
- ii. 1 swivel type sink mixer;
- iii. 2 CP angle valve for in and out of hot water geyser;
- iv. 1 CP angle valve for water purifier unit/RO;
- v. No tap is provided below sink;
- vi. Piped LPG gas with LPG meter will be provided.

**Notes**

Brand/make of bath fixtures

All Bath Rooms except staff room toilet

- i. Sanitary wares: Hindware/Roca/Kohler/American Standard/Vitra or equivalent;
- ii. Bath Fittings:
  - a. basin mixer, wall mixer and shower of Jaquar/Roca/American Standard/Grohe or equivalent.
  - b. Other angle valve either of CP or PTMT of Standard make like Jal/Continental/Prayag or equivalent.

Staff room toilet

- i. Sanitary wares: Cera/Neysar/Parryware or equivalent;
- ii. Bath fittings:
  - a. CP basin mixer and bib tap like JAL/Continental or equivalent,
  - b. Other angle valve either of CP or PTMT of standard make like Jal/Continental/Prayag or equivalent;
- iii. Kitchen- Water supply fittings:
  - a. sink mixer of Jaquar/Roca/American Standard/Grohe or equivalent.
  - b. Other angle valve either of CP or PTMT of Standard make like Jal /Continental/Prayag or equivalent.

**10. Electrical Installation and Fittings:**

- a. All electrical wiring in concealed conduits with copper wires. Convenient position & distribution of light and power plugs and provision for electrical chimney above platform and water purifier point in kitchen.
- b. Modular electrical switches with sockets and fan regulators of SSK/Anchor/North West/Legrand or equivalent.

#### **11. Cable TV and Telephone**

Points will be provided in drawing /dining room and in all bedrooms. The intercom will be provided through the authorised phone company or EPABX. Facility of DTH antenna installation for each unit is allowed only on the terrace and not in front of individual units.

#### **12. Driveway and car park**

- a. Surface Driveway. Stone and/or pavers and/or tarmac and/or concrete to external driveway at designated areas.
- b. Basement car parks and ramp to basement car park: Reinforced concrete slab.

#### **13. Additional items:**

- a. Wooden Wardrobe: In all the bedrooms;
- b. Tubelight and ceiling fan: In drawing/dining and all bedrooms
- c. Night Lamp: In master bedroom Only
- d. Emergency response switch: At three locations connected to central monitoring unit (CMU)
- e. Kitchen: Modular kitchen below and storage cabinets above working platform, geyser, tubelight, cabin fan and chimney
- f. Geyser, tubelight and exhaust fan: In toilets
- g. Grab Rail: In master toilet only
- h. Hot water supply: Hot water from solar heater panel shall be connected to inlet pipe of hot water geyser in one of the toilets.
- i. Security: Boom Barrier for vehicular barrier, Closed Circuit Television System (CCTV) to project entrance, block Entrance and Club house entrance.
- j. Balcony and staircase railing: Balcony and staircase Metal/Wall railing height is 1050 to 1100 mm.
- k. Power back up: Diesel Generator sets of appropriate capacity to provide full back-up into common areas and up to 750 Watt to each unit with stack is provided to fulfil designed requirement.
- l. Washing machine: Provision is provided in suitable location.

#### **14. Notes/Disclaimers:**

- a. Wall: No tiles behind/below kitchen cabinets, Wall surface above the false ceiling may be left in its original bare condition.
- b. Marble, Limestone and granite: Marble, Limestone and granite are natural stone materials containing veins with tonality differences. There will be colour and markings caused by their complex mineral composition and incorporated impurities. While such materials can

be pre-selected before installation, this non-uniformity in the marble, limestone or granite as well as non-uniformity between pieces cannot be totally avoided. Granite is pre-polished before laying and care has been taken for their installation. However, granite, being a much harder material than marble cannot be re-polished after installation. Hence some differences may be felt at joints. The tonality and pattern of marble, limestone or granite selected and installed shall be subject to availability.

- c. External Paints:** External plastered surface of the buildings are painted of suitable quality as decided by the Architects. Paints are manufactured product from chemicals and specific grade of minerals/natural stone product. After application this paint is exposed to weatheric conditions. Ultra violet ray and weatheric conditions will affect life and sheen of the product and also would cause damages to the expected/designed protective properties of paints. Therefore, periodic maintenance including redoing of paints would be inevitable.
- d. Materials, Fittings, Equipment, Finishes, Installation and Appliances:** The brand, colour and model of all materials, fittings, equipment, finishes, installation and appliances supplied shall be provided subject to architect's selection, market availability and the sole discretion of the vendor.
- e. Air Conditioning System:** Provision for fixing of window/split air conditioner in drawing dining area & bedrooms are being provided. For Split A/C assigned spaces are earmarked on the elevation of the building for ease of access and to create uniformity for aesthetic purpose.
- f. Timber:** Timber is a natural material containing grain/vein and tonal differences. Thus, it is not possible to achieve total consistency of colour and grain in its selection and installation. Timber has inherent property to react along with atmospheric changes, which results bending, twisting and cracking if not maintained well consistently.
- g. Internet Access & Cable Television:** If the Purchaser requires internet access & Cable Television, the Purchaser will have to make direct arrangements with the Service Provider and/or such relevant entities/authorities for services to the Unit and to make all necessary payment.
- h. Glass:** Glass, plain/clear/frosted, is widely used in residential developments and may break/shatter due to accidental knocks or other causes. In addition, glass is a manufactured material and the Purchaser may wish to note that it may not be 100% free from impurities. These impurities are not avoidable with quality checks and balances.
- i. Tiles:** Tiles are manufactured from special kind of clay and other materials. Baking on very high temperature is an integral stage of manufacturing process and therefore, shades and flatness of each lot varies a little bit. Hence, Selected tile sizes and tile surface flatness cannot be perfect. Different quality assurance organisations like ISO 10545-2/ Singapore

standard SS483:2000 had mentioned acceptable ranges. We, at Ashiana, has been taking utmost care while receiving materials and while install them to minimise these issues but they can never be avoided completely due to inherent properties of the material and therefore excellence in flatness, sizes and minor chips on edges cannot be guaranteed. To minimize such issue tiles are laid with spacers.

- j.** Design Experts: Professionally qualified practicing consultants in the field are deployed to design different functions in compliance to applicable norms and guidelines. These functions are a) Architecture b) Structure c) Plumbing d) Landscape e) Fire Fighting and e) Power & Electrical. Design parameters set by such experts and applicability of their drawings and decisions are treated as final.
- k.** As per structural design principles, structures are allowed to deflect in different allowable loading/atmospheric/ground settlement/seismic parameters. Since masonry and RCC members behave differently in such situations, therefore hair cracks in different components of the building are inevitable. These cracks are more visible in plastered surface of the masonry work. While conventionally recognized precautionary measures will be undertaken diligently but complete dis-appearance of such cracks cannot be ascertained.
- l.** Brick work, plaster and application of putty/POP over plastered surface are manual activities. As of date, no machines are found successful to execute these activities without extensive human involvement. Hence, despite all quality process in the job, undulation, out in plumb to certain extent cannot be avoided completely.
- m.** While every reasonable care has been taken in preparing this brochure and in constructing the models and show flats, the Developer and the Marketing Agents cannot be held responsible for any inaccuracies or omissions. Visual representations, models, show flat displays and illustrations, photographs, art renderings and other graphic representations and references are intended to portray only artist's impressions of the development and cannot be regarded as representations of the fact. Floor areas are approximate measurements and are Subject to final survey.
- n.** All information, specifications, renderings, visual representations and plans are correct at the time of publication and are subject to changes as may be required by us and/or the competent authorities and shall not form part of any offer or contract nor constitute any warranty by us and shall not be regarded as statements or representation of fact. All facts are subject to amendments as directed and/or approved by the building authorities. All areas are approximate measurements only and subject to final survey. The Agreement to sell shall form the entire agreement between us as the Developer and the Purchaser and shall supersede all statements, representations or promises made Prior to the signing of the Agreement to sell and shall in no way be modified by my statements, representations or promises made by us or the Marketing Agents.

**SCHEDULE-G**

**Stage Wise Time Schedule of Completion of Said Project**

<b>Sr. No.</b>	<b>Stage</b>	<b>Date by which the works are to be completed</b>	<b>Details of work to be completed</b>
1.	Completion of Structure of the Building	June 2019	Foundation, RCC Super Structure Brick Work, Internal Plaster, Tiles Work, External Plaster, POP Work, Door Shutter Fitting, Aluminum Window, Electrical Wiring & fittings and testing, Internal Painting, CP & Vitreous Fittings, External Painting, Fire Fighting, Lift, Solar
2.	Completion of development works	August, 2020	
3.	Obtaining Completion Certificate	November 2020	
4.	Grace Period of Six Months	May 2021	
5.	Finishing and Handover	May 2021	

**Annexure-I**  
**Copy of Authorization**



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE EXECUTIVE COMMITTEE OF DIRECTORS OF ASHIANA HOUSING LTD. IN ITS MEETING HELD ON 06<sup>TH</sup> SEPTEMBER, 2017 FROM 10.00 A.M TO 10.30 A.M AT UNIT NO. 304, SOUTHERN PARK, PLOT NO D-2, SAKET DISTRICT CENTRE, SAKET, NEW DELHI

"RESOLVED THAT consent of the members of the executive committee of directors of the company be and is hereby accorded to authorize the following officers/ employees/ person of the company to sign, execute and register agreement for sale with different buyer(s) and represent before the Sub Registrar, Bhiwadi for and on behalf of the company in respect of units/ flats in project "Ashiana Nirmay", situated at Village-Thara, Tehsil-Tijara, District-Alwar, Bhiwadi (Rajasthan) in the manner specified herein below."

"RESOLVED FURTHER THAT Mr. Vishal Gupta (Managing Director) is authorized to attest the signatures of the person authorized in this resolution."

Document	Person(s)	Manner of signing
Agreement for sale	Mr. D. P. Singh, Mr. Pankaj Joshi, Mr. Sonu Sharma and Mr. Devendra Kumar Yadav	Any one person

Certified true copy  
Ashiana Housing Ltd.

Mr. Vishal Gupta  
(Managing Director)

Mr. Om Prakash Singh	
Mr. Pankaj Joshi	
Mr. Sonu Sharma	
Mr. Devendra Kumar Yadav	

Attested by

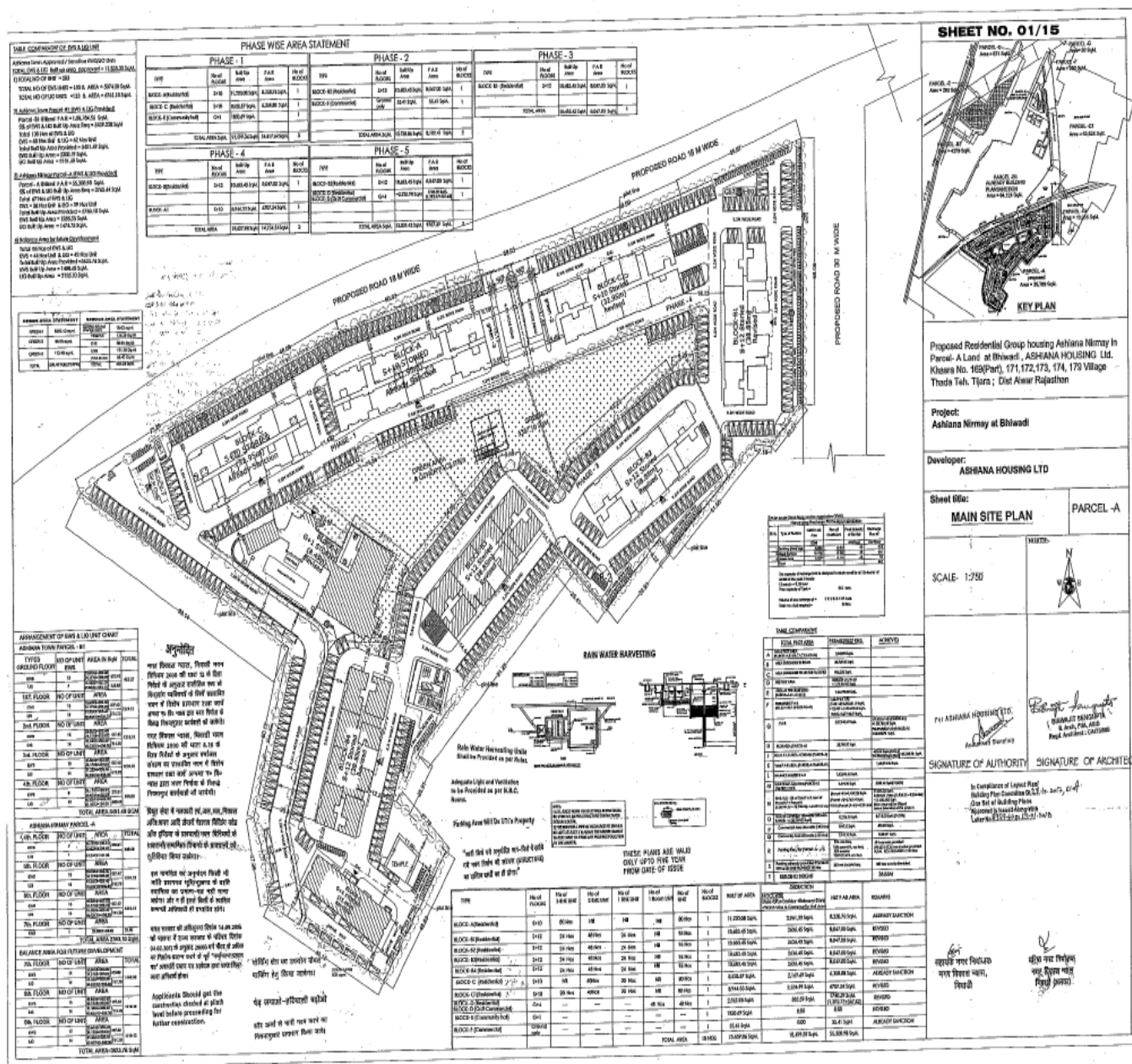
Vishal Gupta  
(Managing Director)

Ashiana Housing Limited  
1<sup>st</sup> Floor, Village Centre, Ashiana Village, Vasundhara Nagar, Bhiwadi 301 019 T: 01493 515 615  
E: sales@ashianahousing.com W: ashianahousing.com  
Regd. Office: 5F Everest, 46/C, Chowringhee Road, Kolkata 700 071

JN: L7D109WB1986FLC040864

## Annexure-II

### Layout Plan as per Approved Plans





## Annexure III

### Building Plan Letter

## कार्यालय नगर विकास न्यास भिवाड़ी

क्रमांक 8959/18

दिनांक 15/01/2018

### संशोधित भवन निर्माण अनुमति पत्र

मै0 आशियाना हाउसिंग लि0  
4 फ्लोर, आशियाना विलेज सेंटर,  
वसुन्धरा नगर, भिवाड़ी

विषय- मै0 आशियाना हाउसिंग लि0 ग्राम थडा तह0 तिजारा के ख0न0 152 से 156, 159 से 163, 355/165, 357/166, 168, 169, 171 से 174, 179 एवं ग्राम उदयपुर के खसरा नं0 197, 199, 201 से 205, 208 से 212, 227, 425, 426, 427, 178 से 183, 213, 215, 217, 222, 224, 225, 229, 232, 233, 416, 417, 421, 422 कुल कित्ता 54 रकबा 20.58 है0 में से पार्सल ए क्षेत्रफल 35789.00 वर्ग मी0 के आवासीय (ग्रुप हाउसिंग) उपयोग हेतु संशोधित भवन मानचित्र स्वीकृति बाबत।

सन्दर्भ- आपका आवेदन पत्र दिनांक 28.06.2017

उपरोक्त विषयान्तर्गत लेख है कि आपका आवेदन दिनांक 28.06.2017 के अनुसार ग्राम थडा तह0 तिजारा के ख0न0 152 से 156, 159 से 163, 355/165, 357/166, 168, 169, 171 से 174, 179 एवं ग्राम उदयपुर के खसरा नं0 197, 199, 201 से 205, 208 से 212, 227, 425, 426, 427, 178 से 183, 213, 215, 217, 222, 224, 225, 229, 232, 233, 416, 417, 421, 422 कुल कित्ता 54 रकबा 20.58 है0 में से पार्सल ए के खसरा नं0 169 पार्ट, 171 से 174, 179 ग्राम थडा तह0 तिजारा क्षेत्रफल 35789.00 वर्ग मी0 आवासीय (ग्रुप हाउसिंग) उपयोग हेतु संशोधित भवन मानचित्र स्वीकृति हेतु न्यास की भवन मानचित्र समिति की 61वीं बैठक दिनांक 27.10.2017 के एजेण्डा नं0 01 पर लिये गये निर्णय के अनुसार भवन मानचित्र निम्न शर्तों के साथ स्वीकृत किए जाते हैं।

01. यह स्वीकृति आवंटन पत्र/लीजडीड में उल्लेखित शर्तों के अध्याधीन, मूल स्वीकृति से अधिकतम 5 वर्ष हेतु मान्य होगी तथा पूर्व स्वीकृति की समस्त शर्तें मान्य होंगी।
02. भवन निर्माण स्वीकृत मानचित्रों एवं ग्रेटर भवन विनियम 2013 के प्रावधानों के अनुसार ही किया जाएगा तथा किसी भी प्रकार का उल्लंघन (डेवियेशन) नहीं किया जाएगा।
03. गलत तथ्यों पर प्राप्त की गई अथवा तथ्यों को छुपाकर प्राप्त की गई स्वीकृति स्वतः ही निरस्त मानी जाएगी एवं ऐसी निर्माण स्वीकृति प्राप्त करने के लिए आवेदनकर्ता को दोषी माना जाएगा।
04. भूखण्ड के स्वामी एवं मानचित्र तैयार करने वाले तकनीकीविज्ञ का कर्तव्य होगा कि वो यह सुनिश्चित कर ले कि स्वीकृति प्रयोजित मास्टर प्लान/भवन विनियमों के अनुरूप ही कोई उल्लंघन जानकारी में नहीं है, न्यास को अधिकार होगा कि किसी स्थिति में उल्लंघन की जानकारी होने पर भवन मानचित्रों की दी गयी अनुज्ञा रद्द/बदली जा सकती है तथा प्रार्थी न्यास में किसी भी प्रकार की क्षतिपूर्ति का हकदार नहीं होगा।
05. उक्त स्वीकृति के कारण यदि न्यास को किसी न्यायालय, सक्षम अधिकारी तथा नगर भूमि (अधिकतम सीमा एवं विनियम) अधिनियम के तहत नियुक्त अधिकारी के समक्ष किसी कार्यवाही में कोई भी खर्च, नुकसान, मुद्दाबजा देना पड़े या देने योग्य हो तो प्रार्थी उनकी इस क्षति को पूर्ण करने के लिए बाध्य होगा।
06. विकासकर्ता द्वारा प्लान लेवल, जी+1 एवं समय समय पर निर्माण पूर्ण होने की सूचना निर्धारित प्रपत्र में आवश्यक रूप से न्यास को दी जानी होगी, यदि इसकी अनुपालना भवन निर्माता द्वारा नहीं की जाती है तो जारी अनुज्ञा को निरस्त समझा जाएगा।
07. स्वामी प्रत्येक मंजिल के लिए स्वीकृत ईकाई एवं स्वीकृत उपयोग के अनुसार ही उपयोग में लेगा।
08. स्वामी तकनीकीविज्ञ के निरीक्षण में निर्माण कार्य करवायेगा। यदि तकनीकीविज्ञ को बदला जाता है तो इसकी सूचना 48 घण्टे के अन्दर यथोचित प्रमाण-पत्र में न्यास को देनी होगी।
09. स्वीकृत मानचित्र मौके पर, निर्माण पूर्ण होने तक उपयुक्त स्थान पर बोर्ड लगाकर उस पर स्पष्ट रूप से दर्शाने होंगे।

10. भवन परिसर में ही आगुन्तकों को पार्किंग करवाई जावे तथा आगुन्तुकों हेतु निशुल्क वाहन पार्किंग का बोर्ड लगवाया जाये।
11. आवासीय भवन हेतु आन्तरिक विकास यथा जल वितरण, ड्रेनेज, सीवरेज, विद्युत वितरण, सड़कें, टेलीफोन लाईन, वर्षा जल संग्रहण, संरचना, रनानाघर, तथा रसीई के अवशिष्ट जल के शुद्धिकरण हेतु रिसाईकिलिंग की व्यवस्था आदि की समस्त जिम्मेदारी विकास कर्ता की होगी।
12. प्रस्तुत भवन मानचित्रों में वर्षा जल संग्रहण संरचना एवं इस से संबंधित प्रावधानों की पालना ग्रेटर मिवाडी भवन विनियम 2013 के प्रावधान अनुसार इसकी पालना सुनिश्चित कि जाये।
13. पार्किंग का प्रावधान ग्रेटर मिवाडी भवन विनियम, 2013 के अनुरूप रखा जाना होगा एवं वाहनों के घूमने/पार्क करने हेतु आवश्यक प्रावधान आवेदक/वास्तुविद द्वारा सुनिश्चित करने होंगे मानचित्र में दर्शाये गये अनुसार सैट बैक एवं स्टिपल क्षेत्र पार्किंग हेतु ही आरक्षित रखा जावेगा। इस में किसी प्रकार का निर्माण नहीं किया जावेगा।
14. भवन मानचित्र जारी करने के उपरान्त अन्य शुल्क/ बकाया राशि न्यास द्वारा मांग की जाती है तो विकासकर्ता द्वारा वह राशि न्यास कोष में जमा करानी होगी।
15. भवन विनियमों में उल्लेखित अन्य सम्बन्धित प्रावधानों की पालना विकास कर्ता द्वारा की जायेगी।
16. भवन का कुर्सी तल, सड़क के तल से न्यूनतम 0.5 मी० रखा जाना सुनिश्चित किया जाये।
17. भूखण्ड में प्रत्येक 100 वर्ग मी० क्षेत्रफल के लिए कम से कम एक वृक्ष के अनुपात में बड़े वृक्ष जो 6 मीटर या इससे अधिक ऊँचाई ग्रहण कर सकते हों, लगाने होंगे।
18. न्यास की अभियांत्रिकी शाखा द्वारा किये जा रहे निर्माण का निरीक्षण कर सत्यापन किया जावेगा।
19. भवन विनियम 2013 एवं नेशनल बिल्डिंग कोड के प्रावधान के अनुसार अग्नि शमन सुस्था संबंधित समस्त प्रावधान सुनिश्चित करने होंगे।
20. अधिवास प्रमाण पत्र भवन निर्मित होने के उपरान्त आवश्यक रूप से प्राप्त करना होगा।
21. भवन विनियम 2013 एवं नेशनल बिल्डिंग कोड, आई.एस, कोड के प्रावधान के अनुसार भूकम्परोधी भवन हेतु भवन संरचना डिजाईन की जाकर तदनुसार संरचनात्मक सुरक्षित भवन बनाये जाने की जिम्मेदारी आवेदक एवं वास्तुविद की होगी।
22. भूखण्ड पर निर्माण कार्य प्ररम्भ करने से पूर्व प्राविजनल अग्निशमन अनापत्ति प्राप्त कर आवेदक द्वारा न्यास में प्रस्तुत करगा सुनिश्चित किया जावेगा तथा अधिवास प्रमाण पत्र से पूर्व अग्निशमन अनापत्ति नियमानुसार प्राप्त करनी होगी।
23. पर्यावरण विभाग भारत सरकार की अधिसूचना एवं प्रावधानों के अनुसार पर्यावरण अनापत्ति प्राप्त करने तथा तदनुसार प्रावधान रखने की समस्त जिम्मेदारी आवेदक की होगी।
24. न्यास द्वारा पूर्व स्वीकृति के अनुसार EWS/LIG की लॉटरी विकासकर्ता द्वारा प्रस्तुत नम्बरींग अनुसार निकाली जा चुकी है। अतः उसकी पालना विकासकर्ता द्वारा जानी होगी।
25. विकासकर्ता द्वारा नेशनल ग्रीन ट्रिब्यूनल कोर्ट द्वारा समय समय पर जारी गाइडलाईन्स की पालना सुनिश्चित की जावेगी।

ऊपर वर्णित शर्तों एवं भवन विनियम के प्रावधानों के तहत अन्य कोई संबंधित शर्त का पालन नहीं होने पर भवन अनुज्ञा रद्द मानी जायेगी।


  
वरिष्ठ नगर नियोजक  
नगर विकास न्यास,  
मिवाडी

संलग्न:- भवन मानचित्र (15)

क्रमांक: आयोजना/

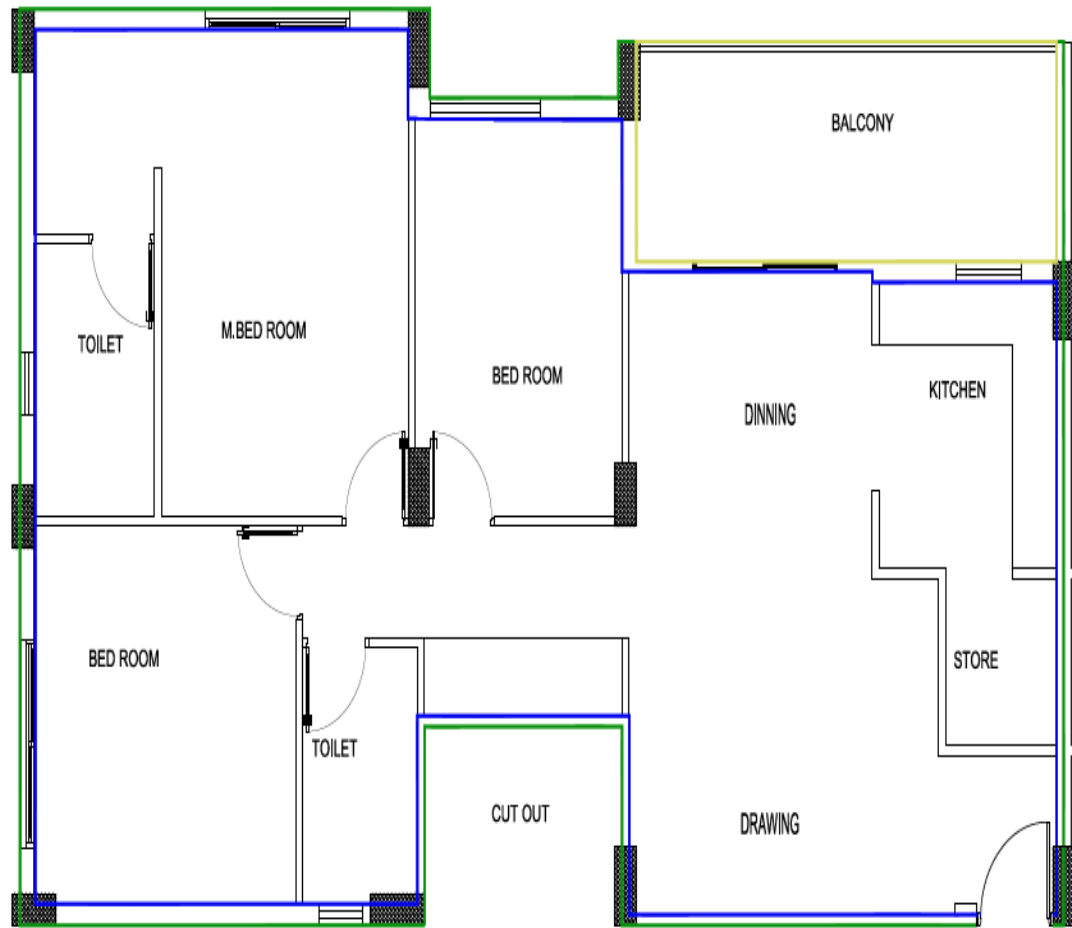
दिनांक:

प्रतिलिपि अधिशाषी अभियन्ता, नगर विकास न्यास, मिवाडी को सूचनार्थ एवं औपस्थिक कार्यवाही हेतु।

  
वरिष्ठ नगर नियोजक  
नगर विकास न्यास,  
मिवाडी

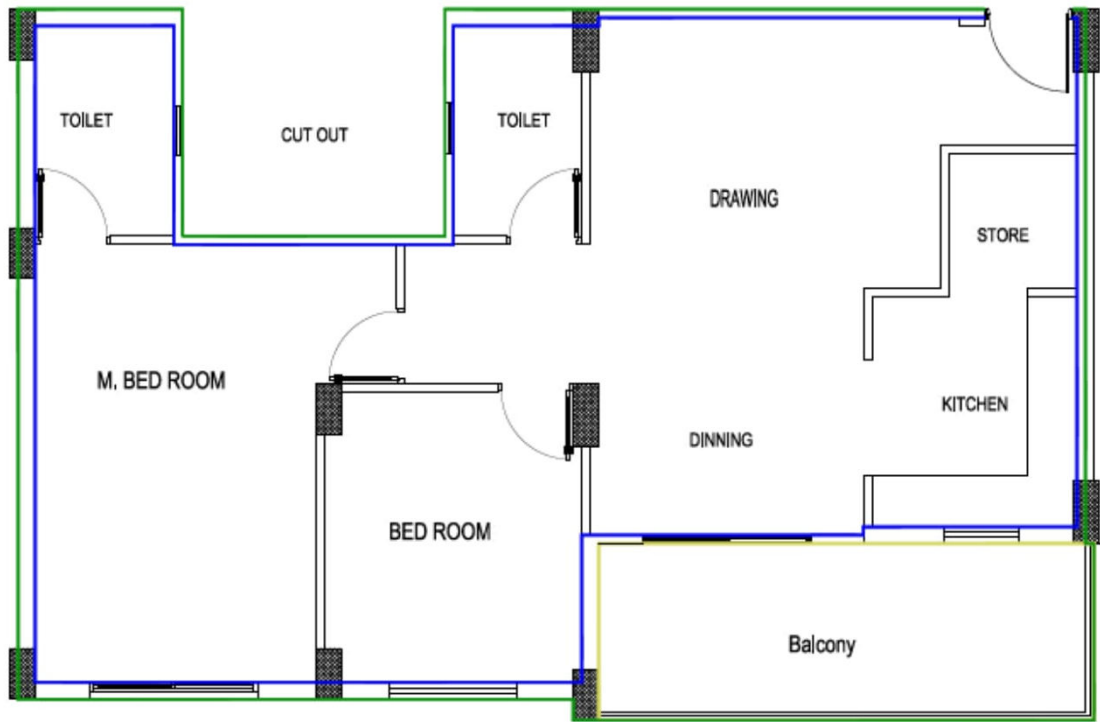
**Annexure IV**

**Floor Plan 3BHK**



3 BHK

**Floor Plan 2 BHK**



2 BHK

**Floor Plan 1 BHK**

