

### CONSTRUCTION AGREEMENT

**THIS CONSTRUCTION AGREEMENT (“Agreement”)** shall be executed at Tiruporur Taluk, District Chengalpet, Tamil Nadu District Chengalpet, Tamil Nadu on this \_\_\_\_\_ day of \_\_\_\_\_

### BETWEEN

**M/S. KAIRAV DEVELOPERS LIMITED**, [CIN: \_\_\_\_\_], [PAN: \_\_\_\_\_], a company incorporated under the Indian companies, Act 2013, having its Registered Office at 5F Everest, 46/C, Chowringhee Road, Kolkata, West Bengal – 700071, and having its Branch Office at No. 3, Ganapathy Colony, 3<sup>rd</sup> Street, Off. Cenotaph road, Teynampet, Chennai – 600018; represented by its Authorized Signatory, \_\_\_\_\_, [Aadhaar No. \_\_\_\_\_], son of \_\_\_\_\_, aged about \_\_\_\_ years, vide Board Resolution dated \_\_\_\_\_, hereinafter referred together as “**Promoter**” (*which expression shall wherever the context so admits include its successors and assigns*) ofn the **ONE PART**.

For Ashiana Housing Ltd.

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DEVELOPER

Allottee/Buyer(s)

AND

\_\_\_\_\_, S/D/o \_\_\_\_\_, aged about \_\_\_\_ years, PAN No. \_\_\_\_\_, Aadhar No. \_\_\_\_\_, Resident of \_\_\_\_\_; hereinafter referred to as the **Allottee(S)** (which expression shall wherever the context so admits include its successors and assigns) of the **SECOND PART**.

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

**WHEREAS:**

- A. M/s Kairav Developers Limited, (hereinafter referred to as the “**Promoter**”) is the absolute owner of land admeasuring 45425.89 Sqm. (488960.21 Sqft.) under various survey numbers situated at Nemeli Village, Tiruopur Taluk, Chengalpet district, Tamil Nadu from various owners, vide registered sale deeds. Accordingly, the Promoter became the absolute owner of the above referred land. The Promoter represents that physical measurement of land is found to be 44311 Sqm (476959.63 Sqft.) (**Entire Land**) (more particularly described in **PART I OF SCHEDULE-A**
- B. The Promoter has taken approvals as per requirement of the applicable law(s) from the Director, Town and Country Planning, Chennai, Tamil Nadu (hereinafter referred to as “DTCP”) for developing the Entire Land. Subsequently Nemeli Panchayat, Tiruopur Panchayat also accorded its approval vide letter dated \_\_\_\_\_.
- C. The Promoter as contemplated in the norms of Town and Country Planning Department has released and relinquished a portion of the Entire Land admeasuring 710 Sqm. and 451.94 Sqm. for road and 4361.00 Sqm. towards open space reservation area (OSR) (total land area 5523.02 Sqm.) in favour of Nemeli Panchayat, Tiruopur Panchayat Union, Chengalpet Taluk, Chengalpet District, Tamil Nadu vide 2 (Two) Gift Deeds dated 16.08.2023 dated 11.08.2023 respectively as per Development Rules and the same were registered as Document No. 19717/2023 and 19566/2023 respectively in the Office of the Sub-Registrar, Tirupurur Taluk, District Chengalpet, Tamil Nadu.
- D. Accordingly, 38787.71 sqm (417507.43 Sqft.) of land (**Scheduled Land**) is available to the Promoter for development and accordingly the Promoter framed ascheme for development of a residential project for senior living to be known as “**ASHIANA SWARANG**” on the **Scheduled Land** as fully described in **PART II OF THE SCHEDULE A**.
- E. **ASHIANA SWARANG** is a theme based senior living project to cater the needs of a particular category of the society and therefore the Promoter has derived following special terms and conditions to be mandatorily complied by the Allottee(s) at all times:
- (i) The resident whether as Owner, tenant or licensee or the spouse of the said resident(s) should be atleast 55 years of age at the time of occupancy.
  - (ii) The resident and his 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 apartment.
  - (iii) On allotment and possession of the apartment, the Allottee(s) shall be at liberty to let out or grant lease/rent/license of the apartment to anyone 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 resident or his/her spouse or the tenant or the licensee, as the case may be, for a period of short duration/stay as decided from time to time in consultation with **Senior Living Community Council**. However, unmarried/widowed daughter can stay with the resident on a permanent basis. Senior Living Community Council means a council of allottees of Ashiana Swarang as nominated or appointed by the Promoter for the first time and thereafter by the allottees themselves.
- F. The Promoter represents that for convenience and ease of construction, sales and marketing, the Whole Project has been divided and proposed to be developed into various phases with the clear intent to integrate all phases including Common Areas, Amenities, and Facilities for the Whole Project as mentioned in **Part I of Schedule**

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**E** into one upon completion of the Whole Project. The Promoter is in the process of constructing and developing Said Project, being one of the phases of the Whole Project on the Project Land more fully described in **Part III of Schedule A** and forming part of the Scheduled Land. The Promoter has reserved the remaining Scheduled Land for future development, which shall solely be decided by the Promoter, with the intent to merge the past and future development on the remaining Scheduled Land with the Whole Project upon completion of development on Scheduled Land. The Common Areas, Facilities and Amenities will be developed along with the phases or block in which they are located. Therefore, it has been clearly explained by the Promoter to the Allottee(s) and further understood and agreed by the Allottee(s) that the Common Areas, Amenities and Facilities would be developed in phases i.e., along with the phase of which such common area/facility/amenity is a part.

- G. It has been specifically explained by the Promoter and understood and agreed by the Allottee(s) that the allottees of the Whole Project shall have equal right in the Common Areas, Amenities and Facilities of the Whole Project as detailed in **Part I of Schedule E**. Accordingly, upon occupation of the Whole Project, Common Areas, Amenities and Facilities of the Whole Project as mentioned in **Part I of Schedule E** will be merged with all phases in the Whole Project and all the residents/occupants of the Whole Project shall be free to use and exploit the Common Areas, Amenities and Facilities of the Whole Project as mentioned in **Part I of Schedule E** in common.
- H. The Promoter has further detailed the Common Areas, Amenities and Facilities of the Whole Project being developed with the Said Project in **Part II of Schedule E**. The Promoter represent that these common areas, Amenities and Facilities are being developed with **Ashiana Swarang Phase I** however upon completion of the Whole Project will be merged with the Common Areas, Amenities and Facilities of the other phases for joint enjoyment of all the occupants of the Whole Project
- I. “**Ashiana Swarang Phase I**” is free from all encumbrances and is earmarked for the purpose of development of a residential group housing project comprising of 3 Blocks, i.e., **B-3, B-4 and B-5**. The Promoter have obtained requisite sanctions, authorizations, consents, no objections, permissions and approvals from the appropriate authorities for construction and development of the project on Project Land vide \_\_\_\_\_ No. \_\_\_\_\_ in Lr RC No. \_\_\_\_ dated \_\_\_\_\_ issued by DTCP, \_\_\_\_\_ and Planning Permit No. , \_\_\_\_\_, Gram Panchayat, \_\_\_\_\_.
- J. **Ashiana Swarang Phase I** has been registered with the Tamil Nadu Real Estate Regulatory Authority (“**RERA**”) on \_\_\_\_\_ and its Registration Certificate No. is \_\_\_\_\_. This Registration is valid upto \_\_\_\_\_ unless renewed by RERA. The details of the Promoter and Ashiana Swarang Phase I are also available on the website (www.tnrera.in) of RERA.
- K. According to the prevailing laws/ customs and practices in the State of Tamil Nadu, any person desirous of owning an apartment in a real estate project is required to purchase undivided interest/ share in the land and for the same purpose, such person is required to enter into an agreement for sale for purchase of undivided interest/ share in the land along with construction agreement for the purpose of undertaking construction of the corresponding apartment on undivided interest/ share in the land. The Promoter represents and it has been agreed and acknowledged by the allottee(s) that the UDS has been calculated on the Scheduled Land and demarcation of Project Land is for the ease of construction that the Scheduled Land has been developed in phase wise manner. Right now **Ashiana Swarang Phase I** is being developed on the Project Land and demarcation of Project Land has no relevance as to the allotment of UDS to the Allottee.
- L. The Allottee(s) further undertakes and confirms to comply with all the terms and conditions of this Agreement during his/her occupation. Furthermore, the Allottee(s) also acknowledges that in the event of his default in complying with any of the terms and conditions of this Agreement, including but not limited to all those set out hereinabove in **Paragraph F**, the Allottee(s) is aware that the Owners Association or Management Agency shall be entitled to initiate necessary recourse. The Allottee(s) prior to execution hereof, has taken inspection of all the documents in respect of the Whole Project, including all sanctions, authorizations, consents, no objections, permissions and approvals issued by appropriate authorities and has also performed due diligence of the **Entire Land/Scheduled Land** including but not limited to the **Project Land** and has fully satisfied himself/ herself/themselves about the rights, interest and title of the Promoter in **Ashiana Swarang / Ashiana Swarang Phase I** and the **Project Land / Scheduled Land** as well as the right to plan, develop, construct,

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sell and market the undivided share in Scheduled Land as per the prevailing bye-laws/ guidelines of DTCP, Tamil Nadu and/ or any other government authority and the Allottee(s) has understood all limitations, restrictions and obligations in respect thereof. The Allottee(s) assures the Promoter that the investigations by the Allottee(s) are complete and the Allottee(s) is fully satisfied that the Promoter is competent to enter into this Agreement. The Allottee(s) further agrees to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued/to be issued by the governmental/competent authority(s) in this regard to the Promoter and the Promoter from time to time.

- M. The Allottee(s) desirous of owning an apartment in the **Ashiana Swarang Phase I** has entered into an Agreement for Sale with the Promoter for purchase of undivided share in Scheduled Land (more particularly described in **PART- IV OF SCHEDULE A** hereunder and hereinafter referred to as “UDS in Scheduled Land”) and secured the right to appoint Promoter to construct an apartment as per the scheme formulated by the Promoter.
- N. The Allottee(s) has now applied for construction of an apartment in **Ashiana Swarang Phase I** and the Promoter has agreed to construct and allot apartment as fully detailed in **SCHEDULE B** hereunder (“Unit”).
- O. The Parties have decided to reduce the terms and conditions mutually agreed upon in writing through these presents.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

#### **1.0 DEFINITIONS:**

In this Construction Agreement unless it is contrary or repugnant to the context shall mean and include:

- 1.1 “ACT”** means Real Estate (Regulation & Development) Act, 2016.
- 1.2 “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 Tamil Nadu including Real Estate (Regulation & Development) Act, 2016, Tamil Nadu 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 Tamil Nadu, as may be in force and effect during the subsistence of this Agreement and applicable to the development / construction / sale of the **Ashiana Swarang Phase I**.
- 1.3 “ARCHITECT”** shall mean Mr. Sanjeev Mehta, and/or such other person or persons and/or firm or firms and/or company or companies whom the Promoter may appoint from time to time as the architect for the Whole Project.
- 1.4 “AUTHORITY”** shall mean Chennai Metropolitan Development Authority (“**CMDA**”) and/or Director Town and Country Planning (“**DTCP**”), Government of Tamil Nadu.
- 1.5 “ALLOTTEE(S)”** shall mean and include:
  - (a) If the Allottee(s) be an individual then his/her heirs, executors, administrators, legal representatives, successors and permitted assigns;
  - (b) If the Allottee(s) be a Hindu Undivided Family, then its karta and member(s) for the time being, their survivors and respective heirs, executors, administrators, legal representatives and permitted assigns;
  - (c) In case the Allottee(s) be a Partnership Firm, then its partners for the time being, their respective heirs and executors, administrators, legal representatives and permitted assigns; and
  - (d) In case the Allottee(s) be a Limited Liability Partnership Firm, then its designated partners for the time being, their respective heirs and executors, administrators, legal representatives and permitted assigns; and
  - (e) In case the Allottee(s) be a limited company, then its successor or successors-in-interest and permitted assigns;
- 1.6 “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

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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).

- 1.7 "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.
- 1.8 "BUILDING"** shall mean the Block No. \_\_\_\_\_ in which the Allottee(s) has been allotted the Unit.
- 1.9 "COMMON AREAS, AMENITIES AND FACILITIES OF THE WHOLE PROJECT"** shall mean and include such common areas, amenities and facilities, equipment's and spaces developed/ to be developed as a part of Whole Project upon Scheduled Land which are meant AND/OR reserved for common use and enjoyment of the occupants of the Whole Project (as defined herein-below) , if any upon the Scheduled Land and more particularly detailed in the **PART I OF SCHEDULE E** attached hereto, except as specifically excluded as per the terms of this Agreement.
- 1.10 "COMMON AREAS, AMENITIES AND FACILITIES OF THE WHOLE PROJECT TO BE DEVELOPED WITH SAID PROJECT"** shall mean such common areas, facilities, equipments and spaces which are to be developed within **Ashiana Swarang Phase I** upon the **Project Land** and more particularly detailed in **PART II OF SCHEDULE E** attached hereto and forming part of common areas of Whole Project.
- 1.11 "LIMITED COMMON AREAS, AMENITIES AND FACILITIES"** shall mean those Common Areas, Amenities 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 17.18 and 17.19**.
- 1.12 "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 Act and Rules.
- 1.13 "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.
- 1.14 "EARNEST AMOUNT"** shall mean 10% of Construction Cost.
- 1.15 "ENTIRE LAND"** shall mean the land admeasuring 45425.89 Sqm. (488960.21 Sqft.) but as per the actual physical measurement the land admeasures 44,311.00 Sqm.(476959.63 Sqft.) more particularly described in **PART I OF SCHEDULE 'A'** annexed herewith.
- 1.16 "HE OR HIS"** shall also mean either she or her in case the Allottee(s) is a female or it or its in case the Allottee(s) is a partnership firm or a company.
- 1.17 "INFRASTRUCTURE AND BASIC AMENITIES CHARGES"** shall mean the infrastructure and basic amenities charges levied by Tamil Nadu Government on **Ashiana Swarang** while approving Building Plans of the Whole Project.
- 1.18 "MANAGEMENT AGENCY"** means Ashiana Maintenance Services LLP, a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008, having its Registered Office at 5F, Everest, 46/C, Chowringhee Road, Kolkata - 700 071, or such other person or agency as may be appointed in place and stead of Ashiana Maintenance Services LLP in terms of the Agreement for Operation and Management of the Whole Project.

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- 1.19 “RESERVED CAR PARK”** means an enclosed or unenclosed, covered or open area which is sufficient in size to park vehicles and which may be provided in basements and/or stilt and/or podium and/or independent structure built/open area for providing parking spaces and/or parking provided by mechanized parking arrangements and which is not a garage.
- 1.20 “SCHEDULED LAND”** shall mean the portion of Entire Land admeasuring 38787.79 Sqm. (417508.29 Sqft.) more particularly described in **PART II OF SCHEDULE ‘A’** annexed herewith.
- 1.21 “PROJECT LAND”** shall mean the portion of Scheduled Land admeasuring 12390.61 Sqm. (133371.41 Sq.Ft), more particularly described in **PART III OF SCHEDULE A** annexed herewith on which Ashiana Swarang Phase I or the Said Project is proposed / being developed.
- 1.22 “ASHIANA SWARANG PHASE I” OR “SAID PROJECT”** shall mean part of the group housing project comprising of flats, Common Areas, Amenities and Facilities being developed as part of the Whole Project developed on the portion of the Scheduled Land all improvements and structures thereon and all easements, rights and appurtenant and belonging thereto, after obtaining all the necessary permissions and approvals in accordance with Applicable Laws, named as **ASHIANA SWARANG PHASE I**.
- 1.23 “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.
- 1.24 “WHOLE PROJECT”** shall mean housing project known as “**ASHIANA SWARANG**” developed/ to be developed on the Scheduled Land comprising of all the Units/ flats, Parking facility, etc. constructed / to be constructed in several buildings on the Scheduled Land.
- 1.25 “OWNER’S ASSOCIATION”** shall mean **Ashiana Swarang Owner’s Association**, 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 Section 11 of the Act**.
- 1.26 “THE BUILDING PLAN”** shall mean the plans and designs of buildings constructed/ to be constructed on the **Scheduled Land** which has been duly approved/ to be approved by the authority including any variations therein which may subsequently be made by the Promoter and/or Architect(s).
- 1.27 “UDS IN SCHEDULED LAND”** shall have the meaning ascribed in **Clause K** and more particularly described in **PART IV OF SCHEDULE A**.
- 1.28 “UNIT”** shall mean the flat to be constructed and as explained and detailed in the **SCHEDULE “B”** of this Construction Agreement as per the specifications mentioned in **SCHEDULE “D”** attached herewith and the layout plan of the same is annexed herewith as **ANNEXURE- II**.

## **2.0 ALLOTMENT:**

- 2.1** The Allottee(s) and the Promoter hereby agree that the Promoter shall construct and deliver to the Allottee(s), a unit on **UDS in Scheduled Land**, , proposed to be constructed by the Promoter on the **Scheduled Land**, for a consideration as mentioned in **PART I OF THE SCHEDULE “C”** hereunder written (hereinafter referred to as “**Construction Cost**”).

## **3.0 CONSTRUCTION COST AND OTHER RELATED PAYMENTS -**

- 3.1** The Construction Cost as per **PART I OF SCHEDULE C** shall be paid by the Allottee(s) to the Promoter only as and in the manner set out in **PART II OF THE SCHEDULE “C”** hereunder written (hereinafter referred to as “**Payment Plan**”). The Allottee(s) is aware that the Construction Cost and other amounts may vary from person to person and the Promoter would be entitled to at its sole discretion to arrive at the Construction Cost and the Allottee(s) undertakes and agrees not to question such pricing of the Construction Cost of the Unit.
- 3.2** In addition to the Construction Cost, Allottee shall be liable and responsible to pay all taxes, GST, cess or any

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other similar taxes which may be levied, in connection with the construction of the **Ashiana Swarang Phase I**. The Allottee(s) shall also be liable to pay reducible maintenance deposit, upfront maintenance charges, document 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 Construction Cost and other charges as above payable by the Allottee(s) to the Promoter has been particularly described in **PART I OF SCHEDULE C**.

- 3.3** The Promoter represents that as per the prevalent industry practice at Chennai, Tamil Nadu, the Promoter is required to execute separate agreements for UDS in land and for construction. The Promoter is registered under the category of 'composite supply of works contract' under the Goods and Services Act, with services chargeable totax @ effective rate of 18% and is eligible to avail the benefit of input tax credit. We have been determining the cost of the Unit after taking into consideration such input tax credit.
- 3.4** The Construction Cost has been detailed in **PART I OF THE SCHEDULE "C"** hereunder written. In case any difference is found in the Carpet Area and Balcony Area of Unit at the time of taking final measurement after completion of the Building, the difference in Construction Cost shall be adjusted accordingly. The decision and certificate of the Architect with regard to measurement shall be final and binding on both the Allottee(s) and the Promoter.
- 3.5** The Construction Cost is escalation-free, save and except increases, which the Allottee(s) hereby agrees to pay, dueto increase on account of development charges payable to the competent authority and/or any other increase in charges, which may be levied or imposed by the competent authority from time to time.
- 3.6** The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall quote the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee(s).
- 3.7** The Allottee(s) shall make the payment as per the Payment Plan. The Promoter shall periodically intimate to the Allottee(s), the amount payable as per Payment Plan and the Allottee(s) shall make payment within the time stipulated in the demand letter. The Allottee(s) authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in itssole discretion deem fit and the Allottee(s) undertakes not to object/demand/direct the Promoter to adjust this payment in any manner. The Allottee(s) expressly waives requirement(s) if any of service of any notice of such appropriation.
- 3.8** The Allottee(s) agrees that the payments of all statutory charges like Infrastructure and Basic Amenities Charges ("**IBAC**"), etc. levied / leviable or any increase thereof by Director, Town and Country Planning, Chennai ("**DTCP**") or any other government and local authority shall always be solely to the account of the Allottee(s), to be borne and paid by the Allottee(s) in proportion of the Carpet Area plus Balcony Area of the Unit to the total Carpet Area plus Balcony Area of all the Units in the Whole Project. The said charges (if any) shall be payable by the Allottee(s) and all the other allottees to the Promoter as and when demanded. The Allottee(s) agrees not to delay or withhold or postpone the payments due for any reason whatsoever and in the event of the Allottee(s) delaying, with holding or defaulting the payments any consequential sufferance or damages shall be at the risk and cost of the Allottee(s). 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 **Ashiana Swarang Phase I/ 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, Kitchen , Dining Hall etc. built in any part of the Said Project/Whole Project 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, Amenities and Facilities of the Whole Project as other Allottee(s)/occupants / residents have. Common areas in the Assisted Living Centre including corridors, staircases, lift walls, etc. shall be limited common areas for the use of the Allottee(s)/ occupants /

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residents of Care Homes.

- 3.9 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.

**4.0 MODE OF PAYMENT AND TIME IS ESSENCE**

- 4.1 That as on the date of this Agreement, the Allottee(s) has made the payment of sum as mentioned in **Part II of Schedule "C"** in the manner mentioned therein towards Construction Cost.
- 4.2 The Allottee(s) shall make the payment of balance Construction Cost and other payments as per this Agreement in accordance with Payment Plan.
- 4.3 The Allottee(s) shall make all the payments under this Agreement by cheque or demand draft in the name of "Ashiana Swarang P1 UO AHL Master Col Ac, A/c No.: \_\_\_\_\_".
- 4.4 The time is the essence with respect to the Allottee(s) obligations to pay the Construction Cost along with other payments such as applicable stamp duty, registration fee and other charges stipulated under this Construction Agreement to be paid on or before due date or as and when demanded by the Promoter.
- 4.5 The Allottee(s) shall not delay, withhold or postpone the payments dues as per the Payment Plan, on whatever reason and in that event, Allottee(s) shall be responsible for any consequential sufferance or damages and they shall adhere to **clause 7.1** mentioned herein.
- 4.6 The Promoter has further informed the Allottee(s) and the Allottee(s) is fully aware that the default in payment of due/ balance amount would affect construction of the entire Project as envisaged, as there are other Allottee(s) who have joined, and will from time to time join, the scheme of purchase and construction of Units and delay in payment by the Allottee(s) shall effect the Whole Project.
- 4.7 The Allottee(s) shall make timely payment of all amounts under this Construction Agreement as and when demanded by the Promoter in accordance with the Payment Plan. In default of payment of any amount in time, the Allottee(s) shall be liable to pay Delay Payment Charges on all the amounts which become due and payable by the Allottee(s) to the Promoter under the terms of this Construction Agreement.
- 4.8 The right of the Promoter to receive Delay Payment Charges as aforesaid shall not entitle the Allottee(s) to delay the payment of any installment on its due date under this Construction Agreement nor shall it amount to or be construed as a waiver on the part of the Promoter of any of its rights, remedies and privileges in case of default amount towards the installment amount in the agreed manner by the Allottee(s).
- 4.9 For all payments, the date of clearance of the demand draft/pay order/cheque shall be taken as the date of payment. The dishonor of the demand draft/pay order/cheque for any reason, shall entitle the Promoter to charge from the Allottee(s) the cheque dishonour charges along with an additional amount of Rs.1,000/- towards administrative handling charges.
- 4.10 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act 1999 or other laws as applicable, as amended from time to time. The Promoter accepts no responsibility in this regard. The Allottee(s) shall keep the Promoter fully indemnified and harmless

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in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the application/allotment of the Unit in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

## **5.0 ALLOTTEE(S)'S REPRESENTATIONS AND OBLIGATIONS**

- 5.1** The Allottee(s) declares that he is entering into this Construction Agreement after being fully understood, acquainted and satisfied with the title of the **Project Land/ Scheduled Land/Entire Land**, Project details, pricing etc, and having full knowledge of the rules, regulations, applicable laws, his rights, duties, obligations etc. there under. Furthermore, the Allottee(s) acknowledges that the recitals stated above does hereby form a part and parcel of this Construction Agreement.
- 5.2** The Allottee(s) shall carry out all internal repairs of said Unit agreed to be acquired by him at his cost and maintain it in good condition, state, order and repair and shall observe all the rules and by-laws of the competent authority. The Allottee(s) shall also always keep the Promoter indemnified from all losses and payments which the Promoter may hereto suffer or have to pay on the Allottee(s)'s behalf at any time in future.
- 5.3** The Allottee(s) has confirmed and assured the Promoter prior to entering into this Construction Agreement that he has read and understood the Tamil Nadu Apartment Ownership Act, 1994, its corresponding Rules and Real Estate (Regulation and Development) Act, 2016 and its corresponding Rules and their implications thereof in relation to various provisions of this Construction Agreement and the Allottee(s) has further confirmed that he is in full agreement with the provisions of this Construction Agreement in relation to Tamil Nadu Apartment Ownership Act, 1994 and Real Estate (Regulation and Development) Act, 2016 and shall comply with the rules and laws whenever amended and made applicable and from time to time with the provisions of any other law(s) dealing in the matter.
- 5.4** The Allottee(s) declares and confirms that he shall strictly observe and abide by the special conditions of the Whole Project "**Ashiana Swarang**" set out in **Paragraph F** hereinabove and agrees and undertakes not to commit any breach thereof.
- 5.5** The Allottee(s) agrees and admits that it shall be lawful for the Promoter or its nominee or the Management Agency to debar or prohibit entry of the Allottee(s) or any person claiming through the Allottee(s) into "**Ashiana Swarang**" including the said Unit in case the Allottee(s) or any person claiming through him does not fulfill the special conditions mentioned in Paragraph F hereinabove.
- 5.6** The Allottee(s) agrees, acknowledges and undertakes that:
- a) No immoral, improper, offensive or unlawful use shall be made of the said Unit or any part of the Whole Project. Further, the said Unit shall not be used in a manner which will be a nuisance or be obnoxious to the other occupants of the Whole Project/Said Project. The Allottee(s) shall not do any act or omission which will make it difficult for the other Allottee(s) to enjoy and make the best possible use of the Building and the Whole Project/Said Project.
  - b) The Allottee(s) shall adhere to and abide by all laws, bye-laws, rules and regulations of any Government having jurisdiction including the provisions of any other laws applicable earlier or made applicable hereafter to the said Unit/ Project and as maybe amended from time to time, and to pay all applicable taxes as may be due in respect of the said Unit and in respect of the **Project Land** and/or the Whole Project (in proportion to the Carpet Area plus Balcony Area of the said Unit).
  - c) The Allottee(s) shall not use the said Unit for any commercial activities including but not limited to running of tailor shop/boutique, tuitions/coaching centre, beauty parlor, any kind of hobby or vocational classes, PG Accommodations, hostel, guest house etc.

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- 5.7 The Allottee(s) shall at the Allottee(s)'s own cost keep the said Unit in good and tenable condition, and repair and maintain the same properly. The Allottee(s) will ensure that all dirt, garbage and waste is properly transported out in covered cans/bags.

**6.0 PERIOD OF COMPLETION AND HANDING OVER OF POSSESSION-**

- 6.1 The Promoter shall endeavor to complete the construction of the Unit on or before **30<sup>th</sup> September 2027** including a grace period of six months. The stagewise time schedule of completion of **Ashiana Swarang Phase I** is given in **Schedule F**. The Promoter agrees and understands that, subject to timely payment of all the amounts by the Allottee(s) as per this Agreement, timely delivery of possession of the Unit is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Unit as committed, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of **Ashiana Swarang Phase I** ("**Force Majeure**"). If, however, the completion of **Ashiana Swarang Phase I** 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, provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented.
- 6.2 Save as provided herein, if the Promoter is unable to give possession of the Unit to the Allottee(s) for the reason mentioned in **Clause 6.1** above or on account of any reasonable cause, the Allottee(s) shall not be entitled to claim any damages whatsoever, but he shall have an option to surrender/ cancel the Unit and terminate this Construction Agreement as well as the Agreement for Sale or UD0053 and entitled to receive back the entire money paid by him to the Promoter towards construction cost and towards UDS in **Scheduled Land** together with interest from the date of such payment or payments until the date of repayment. With this payment the Promoter will stand discharged from any further obligations under this Construction Agreement and Agreement for Sale.
- 6.3 The Promoter, upon completion of construction of the Unit shall intimate to the Allottee(s) of the same at the last known address of the Allottee(s) by letter ("**Intimation of possession Letter**" or "**IOP**") and the Allottee(s) shall take possession of the Apartment within 30 (thirty) days of receipt of such intimation, after making the full payment and/or deposit of all amounts becoming due by the Allottee(s) to the Promoter under this Construction Agreement and Agreement for Sale and having complied with all the terms and conditions of this Construction Agreement and not being in default under any of the provisions of this Construction Agreement and Agreement for Sale and further subject to compliance with all the provisions, formalities, registration of this Construction Agreement, registration of sale deed of **UDS in Scheduled Land**, payment of stamp duty and registration charges, documentation, payment of all amount due and payable to the Promoter under this Construction Agreement and Agreement for Sale. The Promoter shall not be liable in any manner whatsoever, for failure of the Allottee(s) to take over possession of the Unit.
- 6.4 The Allottee(s) shall be deemed to have taken possession of the said Unit on the 30th day of the date of the notice of completion thereof as aforesaid (and such 30th day hereinafter called "**the deemed date of possession**") irrespective of whether the Allottee(s) takes actual physical possession thereof or notwithstanding that the Promoter has held the right of taking possession of the Unit from the Allottee(s) on account of the Allottee(s) failing to pay all pending dues under this Construction Agreement and/or Agreement for Sale.
- 6.5 After the date of delivery of possession or "the deemed date of possession" of the said Unit to the Allottee(s), whichever be earlier, the Unit shall be at the risk and responsibility of the Allottee(s) and the Allottee(s) shall be liable to pay following charges to the Promoter:
- (a) Delay Payment Charges on outstanding amounts under this Agreement and Agreement for Sale;
  - (b) Holding Charges @ Rs. 5/- per Sq. Ft. per month for the period the Allottee(s) does not take the actual possession of the Unit;
  - (c) Maintenance charges.
  - (d) All statutory charges as may be applicable in respect of Unit.
- 6.6 The Allottee(s) shall be solely responsible and liable for compliance of all the applicable laws including but not

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limited to Transfer of Property Act, 1882, the provisions of Indian Stamp Act, 1899/ Tamil Nadu Stamp Act, 2013 (or any modification thereof). The Allottee(s) further undertakes to indemnify and keep and hold the Promoter indemnified and harmless against the claims, demands, actions, proceedings, losses, damages, recoveries, judgments, costs, charges and expenses which may be made or brought or commenced against the Promoter for non-compliance with any provisions of law in respect of the Unit and UDS in **Scheduled Land**.

- 6.7** The Promoter shall hand over possession of the Unit to the Allottee(s) as committed subject to receipt of the entire consideration including the other payments (including Delay Payment Charges, penalties, withholding charges, maintenance charges, etc. as may be applicable) under this Agreement and Agreement for Sale. It is made abundantly clear that the obligation of the Promoter to handover the Unit to the Allottee does not arise until the Promoter receives the entire payment/s as mentioned herein.
- 6.8** After occupation, the Allottee(s) shall use the said Unit only for bonafide personal residential purpose of the Allottee(s) for which the said Unit is being acquired by him. Provided however, the Allottee(s) will be entitled to give his Unit on lease and license basis only for residential purpose with prior intimation to the Promoter or the Management Agency of “**Ashiana Swarang**” according to the terms mentioned in **Paragraph F**.
- 6.9** The Allottee shall not do or permit any agent / workers to carry out any work in the Apartment, until possession is handed over to the Allottee.
- 6.10** It is agreed that after the deemed date of possession and /or the delivery of possession whichever be earlier, the Allottee(s) shall not be entitled to make any claim regarding any item of work, the material used for construction etc. and the Promoter shall not be liable for any claim whatsoever for these or for any other such claim or claims.

**7.0 BREACH OF TERMS AND ITS REMEDY:**

**7.1 ALLOTTEE’S COVENANT:**

- a)** The Parties hereby agree and confirm that this Agreement and the Agreement for Sale for UDS entered into by the Allottee(s) shall co-exist and co-terminate.
- b)** 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 and/or any other charges as per this Agreement and/or Agreement for Sale, despite having been issued notice in that regard;
  - (ii)** delay/default by Allottee(s) under **Clause 7.1 (b) (i)** above continues for a period beyond 60 days after notice from the Promoter in this regard;
  - (iii)** after the issuance of IOP Letter as per **Clause 6.3** hereinabove, failure on the part of the Allottee(s) to make the payment of all the outstanding amounts as per this Agreement and Agreement for Sale, including deposit the stamp duty/registration charges/any other amounts due including Delay Payment Charges, penalties, if applicable, within 30 (thirty) days of issuance of the IOP Letter;
  - (iv)** after the issuance of IOP Letter as per **Clause 6.3** hereinabove, the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Promoter under this Agreement and Agreement for Sale, in execution and registration of Conveyance Deed of the Unit and/or taking possession of Unit within the period mentioned in IOP 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).
- c)** The Promoter’s rights/remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned **Clause 7.1 (b)** above shall be as follows:

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- (i) Upon occurrence of event of default mentioned in **Clause 7.1 (b)(i)** the Allottee(s) shall be liable to pay Delay Payment Charges 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 7.1 (b)(ii)**, the Promoter shall be entitled to cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;
- (iii) Upon occurrence of event of default mentioned in **Clause 7.1 (b)(iii),(iv),(v) and (vi)** the Promoter shall have the option to terminate this Agreement as mentioned in **Clause 7.1(c)(ii)**. Further, in case of event of default under **Clause 7.1(b)(ii)**, till the time Promoter exercise the option to terminate this Agreement, Allottee shall be liable to pay amount as mentioned in **Clause 6.5** hereunder.
- d)** 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 payment of delay payment charges shall not be deemed to be a waiver by the Promoter of its right of charging such delayed payment charges or of the other rights mentioned in this Agreement.
- e)** 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/charge 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) Any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit;
  - (iii) The Delay Payment Charges /amounts paid/payable by the Allottee(s) to the Promoter as per Clause 7.1 (c)(i) and/or 7.1 (c)(iii), if applicable;
  - (iv) Stamp duty and registration charges, if any payable on the deed of cancellation.
- f)** If the amount payable by the Allottee(s) under **Clause 7.1 (e)** is more than the amount paid by the Allottee(s) under this Construction Agreement, then, the Promoter shall have the right to claim and recover the difference between the amounts paid and the balance of amount payable by the Allottee(s) under **Clause 7.1 (e)** from the Allottee(s).
- g)** Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate complaint /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.

## **7.2 PROMOTER COVENANT:**

- a)** Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events, namely: -
  - (i) The Promoter fail to provide ready to move in possession of the Unit to the Allottee(s), without any default on the part of the Allottee(s), within the time period specified in **Clause 6.1** above in this Agreement or fail to complete Ashiana Swarang Phase I within the time specified. 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.
  - (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.
- b)** 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: -

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- (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 ninety (90) days of receiving the termination notice, simultaneous to the execution of cancellation agreement and registration thereof, if required:

Provided that where an Allottee(s) does not intend to withdraw from Ashiana Swarang Phase I 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.

## **8.0 PAYMENT OF TAXES & DUTIES:**

- 8.1 The Allottee(s) agrees and undertakes to pay to the Promoter or its assignee regularly and punctually whether demanded or not at all times his proportionate share of Municipal rates/ Taxes etc., if any, and any other Tax, Impositions etc. that may be levied by the State / Local body from time to time. The role of the Promoter or its assignee in this context would be only of collection of aforesaid rates & taxes etc. and deposit the same with the concerned authorities.
- 8.2 The Allottee(s) agrees and undertakes to pay all applicable indirect taxes, including GST, on all the amounts paid/payable by the Allottee(s) under this Agreement and/or Agreement for Sale, as per the prevailing laws, within the stipulated time mentioned in the demand letter. Allottee(s) shall be liable to pay from the date of its application house tax/ property tax, fire fighting tax or any other fees, cess or as applicable under law as and when levied by any local authority. These taxes shall be paid by the Allottee(s) irrespective of the fact whether the operation and management is carried out by the Promoter or its nominee or any other body or association of all or some of the Allottee(s) whether levied retrospectively or prospectively.

## **9.0 CONVEYANCE AND REGISTRATION:**

- 9.1 The Allottee(s) is aware that he is obliged to get register the Construction Agreement and Sale Deed for **UDS in Scheduled Land** and any other document as required with the sub-registrar office in accordance with the laws of the State of Tamil Nadu and as per the Act as and when called upon to do so by the Promoter and shall be solely liable to pay the applicable stamp duty, registration fees and other charges.
- 9.2 The stamp duty, registration charge and other charges if any, applicable at the time of registration of Construction Agreement, and/ or Agreement for Sale, Sale Deed **for UDS**, conveyance or conveyances, transfer deeds, etc. in respect of the Unit shall be borne and paid by the Allottee(s) and that the Promoter shall not be liable to contribute anything towards such expenses. Such expected costs, charges and expenses, shall be payable in advance by the Allottee(s) on demand being made by the Promoter in this regard. The Allottee(s) shall be solely responsible for registration of the **UDS in Scheduled Land** with the concerned Registrar / Sub-Registrar as per prevailing laws of the concerned State Government.
- 9.3 All costs, charges and expenses, GST or other indirect taxes in connection with the costs of the preparing, executing and registering of the Agreement or Agreements, Sale Deed, conveyance or conveyances, transfer deeds and any other document or documents required to be executed by the Promoter for preparation and approval of such documents shall be paid by the Allottee(s).

## **10.0 MAINTENANCE OF COMMON AREAS, AMENITIES AND FACILITIES OF THE WHOLE PROJECT:**

The Allottee(s) understands that Ashiana Swarang, 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 **Ashiana Swarang** is that the Promoter is known for appropriate standards

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of maintenance and management services in relation to its project through its associate Ashiana Maintenance Services, LLP ("Management 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 equipment, 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 Whole Project, the Maintenance Agency is able to maintain the beauty and aesthetic look of the Whole 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 Said 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.

- 10.1** The Promoter shall handover the Common Areas, Amenities and Facilities of **Ashiana Swarang Phase I** to the Owners Association in accordance with the Applicable Laws.
- 10.2** An Association of Owners for the Whole Project has been formed in accordance with the provisions of the Act and the rules made there under. All the Owners of the units/apartments in **Ashiana Swarang Phase I** and that of subsequent Phases (if any) of the Whole Project shall become members of the Association as and when asked for. Owners' Association shall have a set of bye laws (hereafter referred to as "Bye-Laws") which shall govern the Owners Association and the members of the Owners Association 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 Swarang Owners' Association by payment of membership fees and shall abide by the Bye-Laws of the Owners' Association. The Allottee(s) shall become member of the Owners' Association by signing necessary forms/documents for the Unit and hereby undertakes to comply with the Bye-Laws in letter and spirit.
- 10.3** The Allottee 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 on account of management fee is limited to the Allottee or his heirs on succession and the benefit of such deposit shall not be available to any voluntary transferee or assignee of the Allottee 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.
- 10.4** Immediately after expiry of fifteen years from the date of possession of the Unit the Allottee shall make fresh deposit on account of management fee in accordance with the then prevailing rules and regulation.
- 10.5** The Allottee(s) shall not raise any objection, if any changes or modifications are made in the 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, Amenities and Facilities of **Ashiana Swarang Phase I** to Owners Association as per the Act, it shall be the responsibility of the Owners Association, to run and maintain the Common Areas, Amenities and Facilities of **Ashiana Swarang Phase I** along with Common Areas, Amenities 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, Amenities and Facilities of **Ashiana Swarang Phase I** and Common Areas, Amenities 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, from time to time & regularly.
- 10.6** The Allottee(s) hereby agrees that his/her right to the use of Common Areas, Amenities and Facilities of the **Ashiana Swarang Phase I** or Common Areas, Amenities 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 from time to time.

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- 10.7** Allottee(s) shall be bound by all the terms and conditions of the Agreement of Association, Bye- Laws, maintenance agreement and any other agreement entered by the Owners Association and any decisions taken by the Owners Association as per its Bye -Laws.

**11.0 SANCTIONS AND APPROVALS:**

- 11.1** The statutory approvals, including State and Central Government approvals/permissions including amendments / modifications / alterations, its departments, local bodies, authorities, Chennai Metropolitan Development Authority, Tamil Nadu Electricity Board, Corporation of Chennai, and all other concerned authorities, may mandate the Promoter to handover certain percentage of land to the statutory authorities concerned, as a condition for granting approval. The Promoter shall have absolute discretion to determine and identify the portion of the land to be handed over for complying with the terms and conditions of statutory approvals.
- 11.2** The Promoter hereby covenants that **Ashiana Swarang Phase I** shall be constructed as per the approved building plan.
- 11.3** The Allottee(s) is aware that the present plans sanctioned by the competent authority is valid for specific term, the Promoter shall be responsible to get the approvals duly renewed, the Allottee(s) hereby give their specific consent and empower the Promoter to file necessary renewal application with the appropriate authority and to comply with any statutory requirement for such renewal.

**12.0 INTERNAL INSURANCE:**

- 12.1** It is understood by the Allottee(s) that the internal management of the Unit and its insurance thereof shall always be the sole responsibility of the Allottee(s).

**13.0 DEFECT LIABILITY:**

- 13.1** The Promoter shall rectify structural defects with respect to the Unit except normal wear and tear, which shall not be as the result of any commission or omission of the Allottee(s), any damages caused due to the acts of god or natural calamities or fire accidents, any willful or accidental damages caused due to tampering by the Allottee (s), any product that has been installed by the Promoter brought to the notice of the Promoter within 5 years from the date of intimating the readiness to handover of the Unit and thereafter no claim shall be entertained against the Promoter in respect of any alleged defective work in the Unit and/or Project under any circumstances. The above liability of the Promoter shall be restricted only to rectify/ repair the above defects and any consequential damages will not be covered under this Agreement. Structural defects shall not include plastering hairline crack. Third party warranties on products shall be governed by the terms and conditions provided by the manufacturer of the respective products.

**14.0 LOANS AND FINANCIAL ASSISTANCES:**

- 14.1** The original conveyance deed relating to the **UDS in Scheduled Land** will be under custody of the Promoter till such all/last payments including Cost of Construction and extra amenities are paid/settled by the Allottee(s) to the Promoter. However, if the Allottee(s) prefers to avail loan, the original conveyance deed in respect of **UDS in Scheduled Land** shall be released directly to the mortgagee/banks/financial institutions, after obtaining a commitment letter from the mortgagee/banks/financial institutions. The Promoter undertakes to furnish one set of photocopies of title deeds pertaining to **UDS in Scheduled Land** to the Allottee(s). In the event of foreclosure of the loan by the Allottee(s) prior to handing over the Unit by the Promoter to the Allottee(s), the Allottee(s) shall handover the original conveyance deed to the Promoter and the Promoter shall have the custody of the documents till such time all/last payment including cost of construction and extra amenities are paid/settled by the Allottee(s) to the Promoter.
- 14.2** The Promoter hereby agrees and undertakes to furnish all papers and documents as and when required by the Allottee(s) for assisting the Allottee(s) in obtaining loans from banks or Financial Institutions. The Allottee(s) further agrees and hereby irrevocably authorizes the Promoter to receive all loan amounts for and/or on behalf of the Allottee(s) and to retain all such loan amounts as and when received towards current and/or future

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installments payable by the Allottee(s) as detailed and set out in Payment Plan. It is however agreed by and between the Promoter and the Allottee(s) that the Promoter shall not be responsible in any manner whatsoever, in respect to the loan or loans arranged for the Allottee(s) and/or the Allottee(s)s of the units as aforesaid and the Allottee(s) and/or the Allottee(s)s alone shall be responsible for the timely repayment of the same. In the event of any default or delay in making of applicable payments to the Promoter, including inter alia where the same is attributable to any non-disbursement, rejection or delay in the loan taken by the Allottee(s), the Promoter shall be entitled to take recourse to all remedies available under applicable law and this Agreement including inter alia to terminate this Agreement.

- 14.3** The Allottee(s) may at their option raise finances or a loan for purchase of the Unit, including through mortgage of the Unit (subject to obtaining of the no objection certificate from the Promoter). However, it shall remain the sole responsibility of the Allottee(s) to ensure sanction of the loan and disbursement of the same as per the payment plan opted for by the Allottee(s).
- 14.4** All the loan amounts availed by the Allottee(s) shall be directly disbursed/ released by the bank/ financial institution to the Promoter and the same shall be treated as payments made on behalf of the Allottee(s).
- 14.5** All the payments to be paid under this Agreement by the Allottee(s) to the Promoter, apart from loan amount shall be paid directly by the Allottee(s) to the Promoter.

**15.0 PARKING FACILITY**

- 15.1** The Promoter represents that Planning Authority has approved 105 car parking and 63 two-wheeler parking in **Ashiana Swarang Phase I**.
- 15.2** For day-to-day comfort of residents, Promoter has earmarked one Reserved Car Park for each 2 BHK, 3 BHK and 2 BHK Penthouse units aggregating to 94 units in **Ashiana Swarang Phase I** and there will be no parking for 1 BHK. The Promoter further represents that 10 nos. of car parkings shall be reserved for visitor parking including 5 no. of car parking for handicap. The above distribution of car parkings is confirmed by the Allottee(s).
- 15.3** The Allottee(s) agrees and understands that the Reserved Car Park earmarked to the Allottee(s) is due to the Unit allotted to the Allottee(s) and does not have any independent legal entity detached or independent from the said Unit. The Allottee(s) agrees not to sell/ transfer/ deal with the earmarked parking space independent of the Unit.
- 15.4** The Allottee(s) of, 2 BHK, 3 BHK, and 2 BHK Penthouse unit undertakes to park his/her car strictly in the Reserved Car Park earmarked for him and not anywhere else in the Whole Project. Reserved Car Park earmarked to the Allottee(s) shall be meant exclusively for parking his/her car and under no circumstances the Allottee(s) will be allowed to park his/her car anywhere else in the Whole Project. Further the Allottee(s) agrees that the Promoter or the Management Agency reserves the right to restrict the entry of additional vehicles owned by the Allottee(s) within the Whole Project. The Allottee(s) further agree that the Reserved Car Park, shall only be used as a vehicle parking slot and no construction of any nature, either permanent or temporary shall be raised thereon.
- 15.5** The Allottee of 1 BHK units may park their vehicle in the two wheeler parking on first come first serve basis. The Allottee of 1 BHK unit understand that they will be allowed to park their vehicle in the Whole Project subject to availability of space

**16.0 RIGHTS AND DUTIES OF THE PROMOTER:**

- 16.1** The Promoter undertakes to develop **Ashiana Swarang Phase I** with good workmanship using standard materials, labour, materials, tools, machineries, and other equipment for the purpose of construction or by appointing contractors/ sub-contractors, engineers and supervisors at their own choice and to take steps to complete the Unit within the time stipulated for completion of the same.

For Ashiana Housing Ltd.

Authorised Signatory  
DEVELOPER

Allottee/Buyer(s)



- 16.2** The Promoter shall provide only electrical points. The Cost of all electrical fixtures and consumables like bulbs, fans, fittings etc. shall be borne by the Allottee(s).

**17.0 GENERAL TERMS AND CONDITIONS:**

- 17.1** It is within the knowledge of and agreed by the Allottee(s) that the construction on the Project Land will be taken up in phases and the Allottee(s) shall have no objection to the same. The Allottee(s) is fully aware that during the course of construction there will be some unavoidable inconveniences to the Allottee(s) who have already moved to the completed buildings/units of **Ashiana Swarang Phase I**. Further, later on, if there is any change in Applicable Laws which permits further construction on any portion of the Project Land or any part of **Ashiana Swarang Phase I**, the Promoter shall be entitled to undertake the said construction and the Allottee(s) shall not have any objection and shall consent to such further construction.
- 17.2** The Promoter shall on completion of construction apply with the authority for completion certificate of the Ashiana Swarang Phase I.
- 17.3** The Allottee(s) shall have no claim save and except in respect of the said Unit hereby agreed to be acquired and detailed and explained in the **SCHEDULE "B"** hereunder given, it is hereby agreed that all the unallotted spaces/units in the Whole Project shall remain the exclusive property of the Promoter.
- 17.4** The Allottee(s) is aware that the Promoter has made a payment to the government towards Infrastructure & Basic Amenities Charges and the Allottee(s) shall be liable to pay the said charges to the Promoter in proportion to the Carpet plus balcony Area on possession.
- 17.5** It has been agreed that upon acquisition of the said Unit as detailed in **SCHEDULE - B** the Allottee(s) shall have ownership rights only over the said Unit and the proportionate UDS in which the Unit is located. It has been made clear and the Allottee(s) agrees that the Allottee(s) shall have only the right to use of the Common Areas, Amenities and Facilities of the Whole Project along with other occupants of the said Building/ Project subject to the timely payment of the maintenance charges for operation and management. The Allottee(s) further agrees that in the event of his failure to pay the charges for operation and management on or before the due date, the Allottee(s) shall cease to enjoy the right to use them till such time the outstanding charges for operation and management along with interest and penalties (if any) are paid. The Allottee(s) will have no right to claim or bring about any action for the division or partition of the common areas within the said Building/ Project at any time which shall forever remain impartible/ indivisible.
- 17.6** The Allottee(s) covenants with the Promoter and through them with the Allottee(s) of other Units that he shall not ever demolish or cause to be demolished any part of the said Building or any part or portion of the other buildings nor shall be at any time make or cause to be made any new construction of whatsoever nature in the said Building or in the Whole Project or any part thereof. The Allottee(s) further covenants that he shall not make any additions or alterations to the said Unit without the previous consent in writing of the Promoter/Owners Association and the local authority, which controls the development of this Entire Land/ area.
- 17.7** The Promoter represents that the unit bearing no. P-522, P-524, P-526, P-528, P-530, P-532, P-534, P-536, P-538 and P-540 on the fifth floor of each tower of phase 1 have been earmarked with the exclusive terrace area on right to use basis only. The Promoter represents that the terrace so earmarked with the unit shall form part of the unit and the allottee shall not part with or sell the right of use of said terrace independently and separately of the allotted unit.
- 17.8** Provided always it is hereby agreed to by and between the Allottee(s) and the Promoter that this Agreement for construction is distinct from the Agreement for Sale of undivided share entered into between the Allottee (s) and the Promoter but default in one shall be construed as default in the other and the rights and obligations of the Parties shall be determined accordingly.
- 17.9** In case of security deposit is demanded by the Electricity Board/ Authorities, Municipal Authorities, or any other local authority for supply of electricity, water, gas or any other facility or utility or amenity, the Allottee(s) shall contribute proportionately towards such security or deposit as shall be determined by the Promoter.

For Ashiana Housing Ltd.

Allottee/Buyer(s)

Authorised Signatory  
DEVELOPER

- 17.10** The Allottee(s) shall not either by itself or through its servants or agents, bring heavy motor vehicles/heavy transportation beyond the designated hubs/limits without taking prior permission of the Promoter or the Owners Association save and except for the limited purpose of transporting furniture, fixtures and other household items.
- 17.11** The Allottee(s) shall not interfere or object to the construction of neighboring buildings, premises etc. constructed and to be constructed by Promoter in accordance with the sanctioned plans on any grounds including but not limited to obstruction of outside view, light, air, ventilation, noise pollution, any easementary rights or for any other reason whatsoever.
- 17.12** The Promoter shall have absolute authority and control as regards the unsold units and other premises and the disposal thereof. The Promoter shall be liable to pay only the Municipal Taxes, at actual, in respect of the unsold units in the said Project and a token sum of Rs.11/- (Rupees Eleven only) per month towards outgoings in respect of such unsold apartments
- 17.13** The Promoter further represents and the Allottee is aware that the Whole Project is being developed in phases and the Promoter will have the right to access to the Said/Whole Project till the completion of all the phases for construction and sale of the units in future phases.
- 17.14** Provided that after conveying the title to the society, the Promoter shall continue to have the rights and entitlements to advertise, market, sell any Apartment or building which is not sold without any restrictions on the entry of the building and development of the common areas.
- 17.15** Even after the final conveyance of the UDS and buildings in favor of the allottees is executed, the Promoter shall have a right to dispose of the unsold apartments in the said buildings in any manner and sale proceeds thereof shall belong only to the Promoter and such allottee shall be included as members of the society.
- 17.16** The Allottee(s) shall be liable for tax Deduction at Source (TDS) under Section 194 IA of Income Tax Act if applicable from time to time. Such TDS would be deducted from Construction Cost being paid to the Promoter. On every payment, 99% amount is to be paid to the Promoter and 1% amount is to be paid to Govt. of India (Income Tax Department), for the same Allottee(s) needs to issue certificate in form 16B to the Promoter. The Promoter shall not credit the amount in the account of the Allottee(s), till the time Allottee(s) has issued the certificate to the Promoter.
- 17.17** The Party of the First Part is looking to provide / establish Assisted Living Homes (care Homes) within the Whole Project. Assisted Living Homes are homes basically for those who require specific care services. Assisted Living Homes provide 24 hours' care and supervision depending upon the needs of the occupants. Under the circumstances of providing these facilities in project, the same shall be available for all i.e. non residents also. All residents / occupants of Assisted Living Homes shall be entitled to avail all the facilities and amenities provided / to be provided in the Whole Project and the Allottee(s) Allottee(s) shall not interfere or object to this.
- 17.18** The Promoter has conceived and planned various common areas, amenities and facilities in the Whole Project as detailed in **SCHEDULE E**. These common areas, facilities and amenities will be developed along with the phases in which they locate and Common Areas, Amenities 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, Amenities 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, Amenities and Facilities of the Whole Project and the Allottee(s) shall not obstruct and/or cause any hindrance to any allottee 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 **Ashiana Swarang Phase I** except in compliance with Section 14 of the Act and other Applicable Laws.

For Ashiana Housing Ltd.

Authorised Signatory  
DEVELOPER

Allottee/Buyer(s)

- 17.19** Lawn Area, terrace ,parking, storage or any other area exclusively earmarked for a particular Apartment(s) by the Promoter shall form part of Limited Common Areas, Amenities and Facilities for exclusive use and enjoyment of owner / occupant of that Apartment to the exclusion of other Allottees.
- 17.20** Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person, other than the Parties hereto any rights or remedies under or by reason of this Agreement or any transaction contemplated by this Agreement.
- 17.21** Except as specified herein, the Allottee(s) shall not be entitled to assign any benefits, obligations or burdens under this Agreement to any third party without the prior written consent of the Promoter. Subject to the foregoing, this Agreement shall ensure to the benefit of and be binding upon the Parties and their respective successors (including any successor by reason of amalgamation or merger of any Party) and permitted assigns.

**18.0 INDEMNIFICATION**

The Allottee(s) shall, without prejudice to any other rights of the Party of the First Part, agree to indemnify and keep fully indemnified, hold harmless and defend the Party of the First Part, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Party of the First Part or which the Party of the First Part 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 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 Party of the First Part and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Party of the First Part within the time prescribed in Clause 6 and/or (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement as per Clause 6 and/or (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).

- 18.1** The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.
- 18.2** The indemnification rights of the Party of the First Part under this Clause shall be in addition to any other rights and remedies available to the Party of the First Part under Applicable Laws, equity and this Agreement.

**19.0 SPECIFIC PERFORMANCE:**

- 19.1** 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 Party of the First Part may have, the Party of the First Part 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 Party of the First Part may have under law or in equity or pursuant hereto.

**20.0 PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE(S)/SUBSEQUENT ALLOTTEE(S)-**

- 20.1** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the said Unit/Building/ Project shall equally be applicable to and enforceable against any and all occupier, tenants, licenses and/or subsequent Allottee(s) of the said Unit as the said obligations go along with the said Unit for all intent and purposes.
- 20.2** The Allottee(s) hereby agrees that the assignment of the Allottee(s)'s right under this Agreement to any third party shall be subject to the prior written permission of the Promoter and further agrees to pay to the Promoter

For Ashiana Housing Ltd.

Allottee/Buyer(s)

Authorised Signatory  
DEVELOPER

an assignment fee of % of the Construction Cost (“**Assignment Fee**”).

**21.0 NAME OF THE WHOLE PROJECT:**

**21.1** That the Whole Project shall always be known as “**Ashiana Swarang**” and the name of the project shall not be changed except with the consent of the Promoter. The Promoter is expressly permitted to display, at all times, the name and logo of the project along with the name of the Promoter or their group companies, upon the Whole Project in such location and in style and format of the Promoter’s Choice and the same shall not be objected by the Allottee(s) at any time. The Promoter shall have exclusive proprietary and other rights, title and interest on such name.

**22.0 RIGHT TO ENTER THE UNIT FOR REPAIRS:**

**22.1** The Promoter/ Owners Association shall have rights of unrestricted access of all Common Areas and Facilities, parking spaces of the Whole Project, 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.

**23.0 USAGE:**

**23.1 Use of service areas:** The service areas, if any, as located within the Whole 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 Approved Plans. The Allottee(s) shall not be permitted to use the service areas and 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.

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

**24.1** 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 Whole Project.

**25.0 ADDITIONAL CONSTRUCTIONS:**

**25.1** The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in **Ashiana Swarang Phase I** 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. However, the Promoter shall be free to make changes in the remaining phases of the Whole Project and the proposed alteration / revision will not impact in any way the development of **Ashiana Swarang Phase I**. The Allottee hereby confirms that he / she has no objection in this regard.

**26.0 APARTMENT OWNERSHIP ACT:**

**26.1** The Party of the First Part has assured to the Allottee(s) that **Ashiana Swarang Phase I** in its entirety is in accordance with the provisions of the Tamil Nadu Ownership Act, 1994 and the Allottee(s) shall comply with the compliance as required under the Apartment Ownership Act.

**27.0 ENTIRE AGREEMENT:**

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

**28.0 RIGHT TO AMEND:**

For Ashiana Housing Ltd.

Authorised Signatory  
DEVELOPER

Allottee/Buyer(s)

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

**29.0 SEVERABILITY:**

**29.1** 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.

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

**30.1** Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other Allottee(s), the same shall be the proportion which the Carpet Area plus Balcony Area of the Unit bears to the total Carpet Area plus Balcony Area of all the apartments in **Ashiana Swarang Phase I** or Whole Project, as the case may be. However, maintenance charges for the unit shall be calculated on the basis of super area.

**31.0 FURTHER ASSURANCES:**

**31.1** 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.

**32.0 PLACE OF EXECUTION:**

**32.1** The execution of this Agreement shall be completed only upon its execution by the Party of the First Part 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), in 15 days after the Agreement is duly executed by the Allottee(s) and the Party of the First Part or simultaneously with the execution, this Agreement shall be registered at the office of the Sub-Registrar. Hence, this Agreement shall be deemed to have been executed at Chengalpattu Joint II, Chennai, Tamil Nadu.

**33.0 NOTICES:**

**33.1** All the letters, receipts or 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, courier, email or speed A.D. post to the party at their respective addresses specified below:-

<b>M/s. ASHIANA HOUSING LTD</b>	<b>Allottee(s)</b>
Registered Office at 5F, Everest, 46 /C, Chowringhee Road, Kolkata, West Bengal and Local Office at Ashiana Shubham Govindhapuram Hamlet, Melrosapuram Main Road, Maraimalai Nagar Municipal Limit, Chengalpet 603204	

It shall be the duty of the Parties to inform each other of any changes subsequent to the execution of this

For Ashiana Housing Ltd.

Authorised Signatory  
DEVELOPER

Allottee/Buyer(s)

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.

**34.0 JOINT ALLOTTEE(S):**

**34.1** In case there are Joint Allottee(s), all communications/ correspondences shall be sent by Promoter to and in the name of First Applicant 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).

**35.0 WAIVER NOT A LIMITATION TO ENFORCE:**

**35.1** 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 interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee(s) shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee(s).

**35.2** 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.

**36.0 COPIES OF THE AGREEMENT:**

**36.1** This Agreement shall be entered in one original copy to be retained by the Allottee(s) and photo copy shall be retained by the Promoter respectively.

**37.0 GOVERNING LAWS & JURISDICTION:**

**37.1** 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.

**38.0 DISPUTES RESOLUTION:**

**38.1** All or any dispute arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, failing which the same shall be settled through adjudicating officer appointed under the Act.

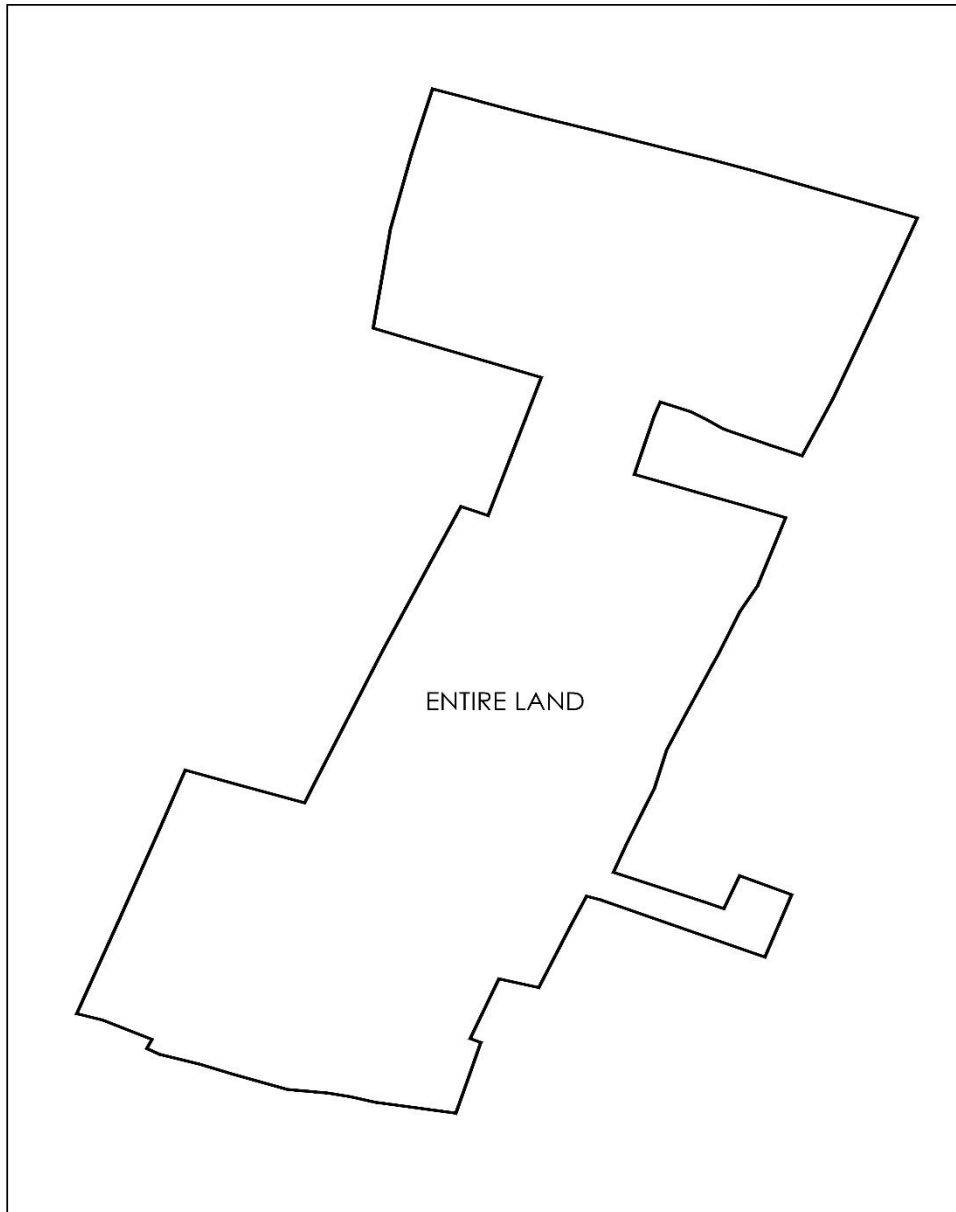
For Ashiana Housing Ltd.

Authorised Signatory  
DEVELOPER

Allottee/Buyer(s)

**PART I OF SCHEDULE A**  
**ABOVE REFERRED TO AS ENTIRE LAND**

All that piece and parcel of vacant lands measuring to a total extent of 45425.89 Sqm. (488960.21 Acres) but The Promoter represents that physical measurement of land is found to be 44311 Sqm (476959.63Sqft.)and comprised in Survey Nos. 101/1A, 101/1B, 101/2, 101/3A, 101/3B, 102/1A, 102/1B, 102/2, 103, 104/1A, 104/1B, 104/1C, 104/1D, 104/1E1, 104/1E2, 104/2A, 104/2B, 104/2C, 104/3A, 104/3B, 105/1A, 105/1B, 105/2A, 105/2B1, 105/2B2, 105/2C1, 105/2C2, 105/3A, 105/3B, 105/4A1, 105/4A2, 105/4B1, 105/4B2, 105/4C1, 105/4C2, 105/4C3A, 105/4C3B, 105/4C4, 105/5A, 105/5B, 116/1A Pt [as per Patta No.3013 present S.No.116/1A2], 116/1B Pt [as per Patta No.3013 present S.No.116/1B2], 116/1C Pt [as per Patta No.3013 present S.No.116/1C2], 116/2 Pt [as per Patta No.3013 present S.No.116/2B], 116/3A, 116/3B, 116/3C Pt, 116/3D, 116/4, 116/5A, 116/5B, 116/5C, 116/6, 117/1A, 117/1B, 117/1C, 117/2A, 117/2B, 117/2C, 118/1, 118/2A, 118/2B, 118/2C, 118/2D, 118/3A, 118/3B, 119/2A, 119/2B1, 119/2B2, 119/2B3, 119/2B4, 119/2C, 119/2D, 119/2E, 120, 121/1A, 121/1B, 121/1C, 121/1D, 121/2, 121/3A, 121/3B, 121/3C, 121/3D, 121/4A, 121/4B and 122/1A1B stands in the name of M/s. Kairav Developers Limited, situated at Nemeli Village, Tiruopur Taluk, Chengalpet District, Tamil Nadu and situated within the Registration District of Chengalpet and Sub Registration District of Tiruopur District Tamil Nadu on a portion of which the Said Project is being developed and as shown in map below.



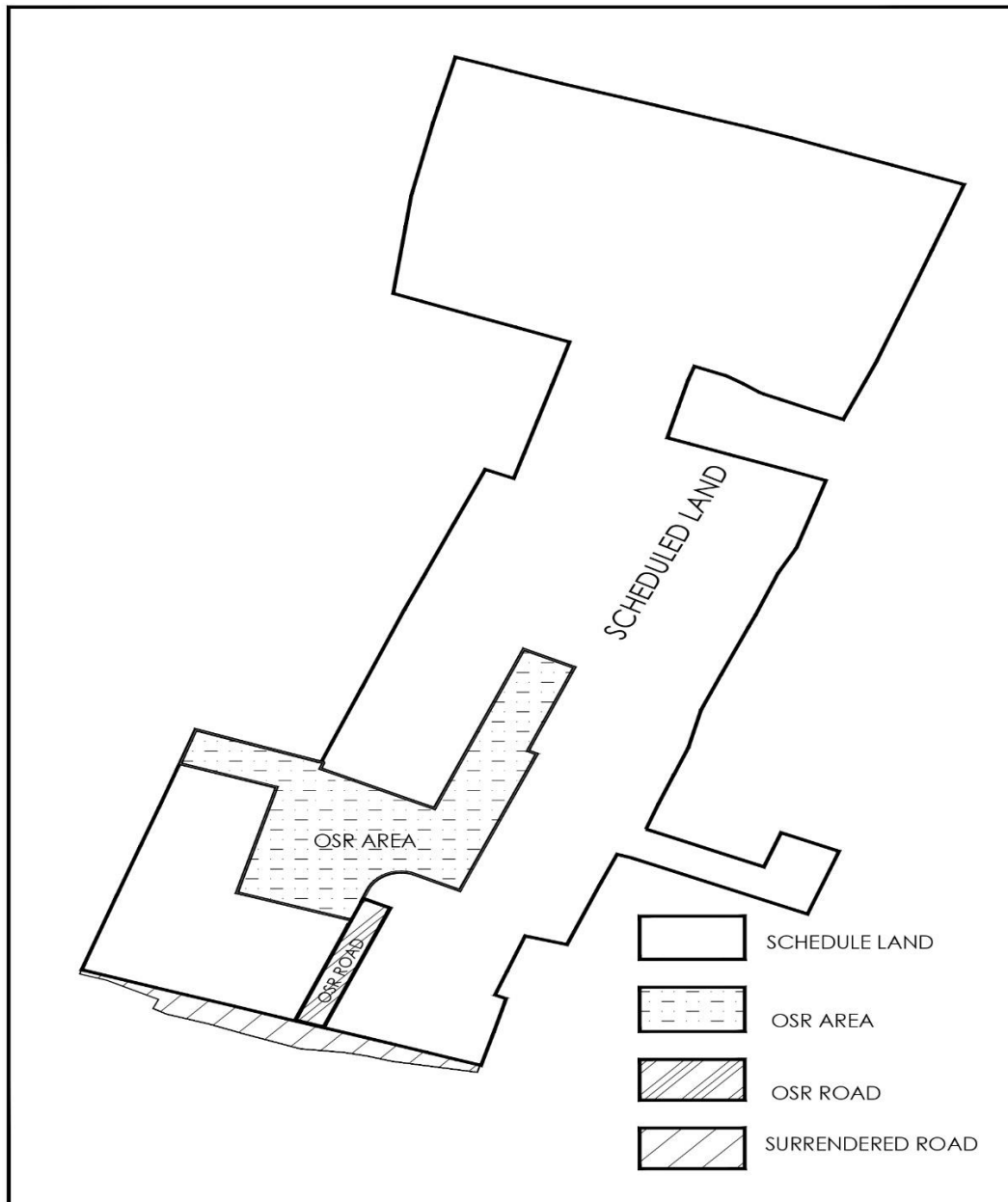
For Ashiana Housing Ltd.

Authorised Signatory  
DEVELOPER

Allottee/Buyer(s)

**PART II OF SCHEDULE A**  
**ABOVE REFERRED TO AS SCHEDULED LAND**

All that part and parcel of the portion of Entire Land measuring 38787.79 Sqm (417508.29Sqft.). under Survey Nos. Nos. 101/1A, 101/1B, 101/2, 101/3A, 101/3B, 102/1A, 102/1B, 102/2, 103, 104/1A, 104/1B, 104/1C, 104/1D, 104/1E1, 104/1E2, 104/2A, 104/2B, 104/2C, 104/3A, 104/3B, 105/1A, 105/1B, 105/2A, 105/2B1, 105/2B2, 105/2C1, 105/2C2, 105/3A, 105/3B, 105/4A1, 105/4A2, 105/4B1, 105/4B2, 105/4C1, 105/4C2, 105/4C3A, 105/4C3B, 105/4C4, 105/5A, 105/5B, 116/1A Pt [as per Patta No.3013 present S.No.116/1A2], 116/1B Pt [as per Patta No.3013 present S.No.116/1B2], 116/1C Pt [as per Patta No.3013 present S.No.116/1C2pt], 116/2 Pt [as per Patta No.3013 present S.No.116/2Bpt], 116/3Apt, 116/3B, 116/3C Pt, 116/3D pt, 116/4pt, 116/5Apt, 116/5B pt, 116/5C pt, 116/6 pt, 117/1Apt, 117/1B, 117/1C, 117/2Apt, 117/2Bpt, 117/2Cpt, 118/1pt, 118/2Apt, 118/2B, 118/2Cpt, 118/2Dpt, 118/3Apt, 118/3Bpt, 119/2A, 119/2B1, 119/2B2, 119/2B3, 119/2B4, 119/2C, 119/2D, 119/2E, 120, 121/1Apt, 121/1Bpt, 121/1Cpt, 121/1D, 121/2pt, 121/3Apt, 121/3B, 121/3C, 121/3D, 121/4Apt, 121/4B and 122/1A1B situated at Nemeli Village, Tiruopur Taluk, Chengalpet District, Tamil Nadu and as shown in map below-



For Ashiana Housing Ltd.

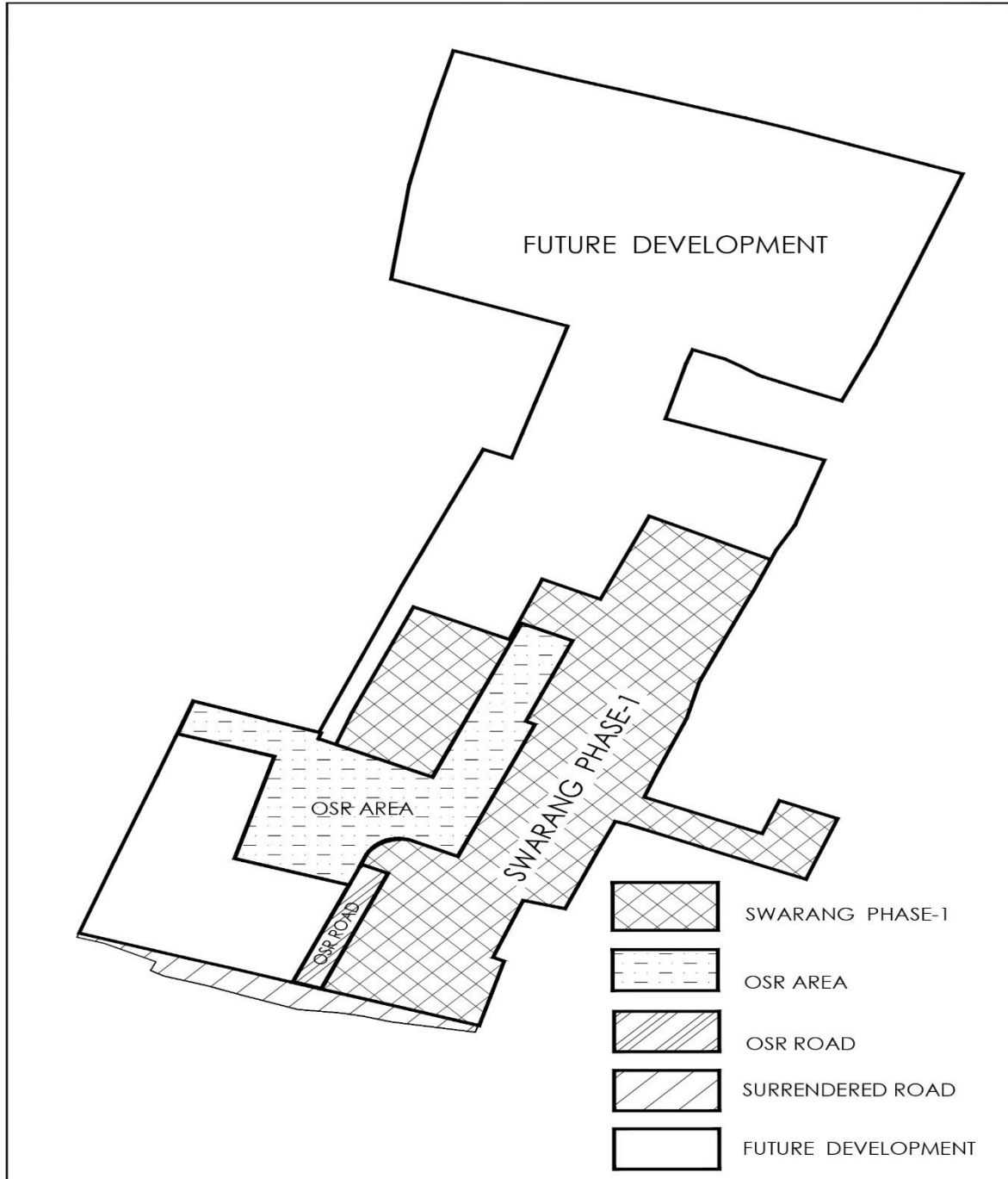
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DEVELOPER

Allottee/Buyer(s)



**PART III OF SCHEDULE A**  
**ABOVE REFERRED TO AS PROJECT LAND**

All that part and parcel of the portion of the Project Land Project Land measuring 12390.61 Sqm. (133371.41 sq. ft.) under Survey Nos. 120pt,121/1Apt,121/1Bpt,121/1Cpt,121/1D, 121/2pt, 121/3Apt,121/3B, 121/3C, 121/3D, 121/4Apt, 121/4B, 122/1A1B, 116/6pt, 116/5Cpt, 116/5Bpt, 116/5Apt, 117/2Cpt, 117/2Bpt, 117/2Apt, 118/3Bpt, 118/3Apt, 118/2Dpt, 118/2Cpt, 118/2Bpt, 118/2Apt, 118/1pt situated at Nemeli Village, Tiruopur Taluk, Chengalpet District, Tamil Nadu and as shown in map below and bounded as follows-



**Boundaries-**

North by: Land In Survey Nos.  
South by: Land in Survey Nos.  
East by: Land in Survey Nos.  
West by: Land in Survey Nos.

For Ashiana Housing Ltd.

Authorised Signatory  
DEVELOPER

Allottee/Buyer(s)

**PART IV OF SCHEDULE “A”  
ABOVE REFERRED TO (UNDIVIDED SHARE OF LAND)**

An undivided share admeasuring \_\_\_\_ **Sqm.** (\_\_\_\_ **Sqft.**) in the Scheduled Land proportionate to the Carpet Area plus balcony Area of the Unit.

**SCHEDULE “B”  
ABOVE REFERRED TO (THE UNIT)**

A Unit bearing No. \_\_\_\_ having Super Area \_\_\_\_ Sqm. (\_\_\_\_ Sq.ft.) approx., carpet area of \_\_\_\_ Sqm. (\_\_\_\_ Sq.ft.), and exclusive balcony area of \_\_\_\_ **Sq. mtr.** (\_\_\_\_ **Sq.Ft**) on the of the Building together with undivided share or interest admeasuring \_\_\_\_ Sqm. (\_\_\_\_ Sqft.) approx. in Scheduled Land situated at Nemeli Village, Tiruopur Taluk, Chengalpet District, Tamil Nadu which shall comprise of the following:-

**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 THE SCHEDULE “C”**

Construction Cost for the said Unit having Super Area \_\_\_\_ Sqm, (\_\_\_\_ Sq.ft.) approx., Carpet Area of \_\_\_\_ Sq.m (\_\_\_\_ Sq.ft.), and exclusive Balcony area of \_\_\_\_ **Sq. mtr.** (\_\_\_\_ **Sq.Ft**) sq.ft on the \_\_\_\_ **Floor** floor together with undivided share or interest admeasuring \_\_\_\_ sqmtr (\_\_\_\_ sq.ft) approx. in Scheduled Land shall be Rs. \_\_\_\_/- (**Rupees** \_\_\_\_ **Only Inclusive GST** ).

**PARTICULARS**

**AMOUNT (In Rs.)**

Amount appropriated towards construction net of discount

=

Total

= \_\_\_\_ (**Inclusive GST**)

**Note :**

1. Down payment discount shall be allowed if and only if the Construction Cost is received by the Promoter as per payment schedule mentioned in the Part II of Schedule C otherwise same will be disallowed.

*Contd...*

**SCHEDULE 'D'**  
**SPECIFICATIONS**

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).
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).
3. **Walls**
  - a) Internal: RCC/Brick/Block wall of Clay Bricks/Fly ash Bricks/AAC Blocks/Hollow Concrete Blocks/Solid Concrete Blocks
  - b) External: Same as above.
4. **Finishes - Wall 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 a coat of POP with coating of emulsion paint.
  - b) Kitchen: Ceramic tiles 0.60 meter from counter top and a coat of POP/Putty with coating of emulsion paint.

**Common Areas - Internal Wall**

  - i) 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).

**Common Areas - External Wall**

  - a) All external walls including roof terrace, open terrace, balcony: spray texture/coating and/or emulsion paint finish.
5. **Finishes - Floor Units**
  - a) **Living/Dining, entrance foyer, corridor leading to bedrooms:** Vitrified Tiles or Ceramic Tiles of any size.
  - b) **Bedrooms and study room:** Wooden Flooring or Vitrified Tiles or Ceramic Tiles of any size.
  - 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.
  - f) **Kitchen:** Ceramic tiles (300X300 or other sizes up to 1200X600 and/or combination) matt finish or vitrified tiles of any size.

**Common Areas - Internal Floor**

  - a) **Lift lobby in basement, stilt/ground floor and upper floors:** Ceramic tiles (300X300 or other sizes up to 450X450 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/Granite 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. (if applicable)
  - d) **Basement/Podium :** Homogeneous cement floor/paver block of appropriate specification. (if applicable)
6. **Ceiling Units**

Living/Dining, bedrooms, bathrooms, entrance foyer, study area/room, store, balcony corridor inside the units leading to bedrooms, kitchen & all bathrooms:

  - 1) Plastered with either- a) sand-cement mortar and a coat of plaster of Paris or b) gypsum

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- 2) Pleasing shade emulsion paint (Plastic/Acrylic as per Architect's recommendation) finish of appropriate quality.

**Common Area**

- 3) **Lift Lobbies:** same as 6(a & b)
- 4) **Staircase, Common lobby, Corridor, Stilt area:** same as 6(a & b)
- 5) **Basement/Podium car parks and ramp:** Cement concrete surface finished with grey cement wash after appropriate chiselling/grinding/smoothing or exposed concrete finish.(if applicable 3).

**Notes:**

- 1 Tiles are generally laid with spacers of suitable width as decided by Architect and joints are filled with cementitious grout/epoxy/as suggested by architect.
- 2 Skirting of 75 to 100 mm wherever applicable.
- 3 No skirting underneath kitchen platform.
4. No tiles in cupboard area
5. Marble/black granite/quartz stone/vitrified tile slab/same floor tiles on window sill inside the room. Outside the unit, window sill will be painted.
6. Allowable undulation in Wall/Ceiling Finishes.
7. Wall and ceiling finishes shall have an appropriate and surface should be reasonable uniform, although there may be minor textural differences.
8. The flatness of the wall and ceiling finishes will depend on the accuracy to which the background has been constructed. Thinner application of 2mm skim coats of POP and thin coats of paint, which we apply will only overcome minor irregularities or small deviation from the line of the background. In general, no tolerance can be laid down for these skim coats since this will closely follow the contour of the background (Cement plastered surface).
9. It is Understood that plastering is a craft, and it is not possible to achieve a completely smooth and true surface finish. Acceptable tolerance in flatness of a plastered surface is defined in IS 1661 (1972) as mentioned below.
10. So allowable Undulation/Tolerance for any plastered wall finish is 4mm if measured in 2 – meter straight edge length.

**7. Trueness of Plastered System**

- 7.1 The finished plaster surface shall not show any deviation more than 4mm when checked with a straight edge of 2m length placed against the surface.

**8. Window**

- a) **Bedrooms, drawing/dinning, and kitchen:** 2 to 3 track aluminum/UPVC framed window, with 2 to 3 sliding panels depending upon size with toughened glass.
- b) **All bathrooms/powder room:** Top hung with frosted glass. No fly mesh 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.

**9. Door**

- a) All door frames are folded CRC steel sections/GI sections/stone frame/wooden frame/WPC or combination of any two.
- 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**

1. All doors frame and internal door shutters are enamel painted.
2. Fixture detail: Night latch, L drop & Door stopper in main door of standard make.
3. Mortise lock with handle, Door stopper & tower bolt in all bedroom's door.
4. Mortise lock with handle in all bathroom and powder room (with coin turn)

**10. Bathrooms and kitchen**

**Sanitary wares and fixtures**

**I. All toilets**

- a) 1 wash basin fitted under/over marble/granite/quartz stone/vitrified tile slab counter or 1 recessed wash basin and a 5mm thick mirror on studs having size 600mm x 900mm.
- b) 1 floor/wall mounted EWC with 6 litre capacity dual flush type concealed/exposed cistern with seat and seat Cover.

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- c) A single lever half/quarter turn CP basin mixer in wash basin, a single lever or half/quarter turn wall mixer with overhead shower and as pout in shower area.
- d) 1 CP angle valve along with chrome plated PVC semi rigid/flexible health faucet of standard make.
- e) 1 CP angle valve of standard make for inlet of hot water geyser.
- f) 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.
- g) 1 towel rod in all typical toilets except master toilet, 1 towel rack instead of towel rod shall be provided in master toilet only.

## **II. Staff toilet (wherever applicable)**

- a) 1 floor mounted EWC with 6 litre capacity dual flush type PVC cistern with white/off white PVC/UPVC seat and seat cover.
- b) 1 wash basin and a PTMT framed 400X500 mirror.
- c) 1 Pillar cock in wash basin for cold water only of standard make.
- d) 1 bib tap for cold water of standard make are provided in bathing area.
- e) 1 angle valve 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.

## **III. Powder Room (wherever applicable)**

- a) 1 wash basin with 1 pillar cock for cold water.
- b) 1 floor/wall mounted EWC with 6 litre capacity dual flush type concealed/exposed cistern with seat and seat cover.
- c) 1 CP angle valve along with chrome plated PVC semi rigid/flexible health faucet of standard make.
- d) 1 angle valve 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.

## **IV. Kitchen**

- a) 1 stainless steel sink with one bowl of 160-200 mm depth and a drain board.
- b) 1 swival type sink tap.
- c) 1 CP angle valve for water purifier unit/RO.
- d) 1 CP angle valve for dish washer.
- e) No tap is provided below sink.
- f) Piped LPG gas with LPG meter will be provided

## **Notes**

Brand/make of bath fixtures.

### **All Bathrooms except staff room toilet.**

- 1. **Sanitary wares:** Hindustan/Roca/Kohler/American Standard/Vitra or equivalent.
- 2. **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**

- 3. **Sanitary wares:** Cera/Neysar/Parryware or equivalent.
- 4. **Bath fittings:** A. CP basin mixer like JAL/Continental or equivalent, B. Other angle valve either of CP or PTMT of standard make like Jal/Continental/Prayag or equivalent.

### **Kitchen**

- 5. **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.

## **11. 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.

## **12. Cable TV and Telephone**

Telephone Points will be provided in drawing /dining room and in master bedrooms and TV points in all rooms. The intercom will be provided through the authorized 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. Provision for wi-fi router

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will be provided at suitable location.

**13. Driveway and car park**

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

**14. Additional items**

- a) Provision for geyser installation in toilets.
- b) **Security:** Boom Barrier for vehicular barrier, Closed Circuit Television System (CCTV) to project entrance, block Entrance and Club house.
- c) **Balcony and staircase railing:** Stairs railing height is 1000 mm and Balcony railing height is 1050 to 1100mm.
- d) **Power back up:** Diesel Generator sets of appropriate capacity with stack to provide full back-up into common areas and 750 watts to each unit is provided to fulfil designed requirement.
- e) **Washing machine:** Provision is provided in suitable location.

**15. 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 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/toughened, 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 maynot 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

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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 organizations 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 minimize 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 f) Lighting. 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 behaves 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 disappearance 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 Promoter 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 Promoter 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.

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**Part I Schedule E**

**Common Area Facilities and Amenities in the Whole Project Ashiana Swarang**

1. Security System
2. Sewer System
3. Water Supply
4. Electrical Supply
5. LPG Supply
6. Storm Water Drainage System
7. Power Back Up
8. UGT
9. Club House(Excluding Dining, Kitchen and Shop)
10. Swimming Pool
- Aqua walk

**Part II Schedule E**

**Common Area Facilities and Amenities developed with Phase I**

11. Security System (Part)
12. Sewer System (Part)
13. Water Supply (Part)
14. Electrical Supply (Part)
15. LPG Supply
16. Storm Water Drainage System (Part)
17. Power Back Up (Part)
18. UGT
19. Club House (Excluding Kitchen, Dining and Shop)
20. Swimming Pool
21. Aqua walk

**Note-**

The above referred common areas facilities and amenities shall be developed along with the phases in which they locate and will be common for all occupants of the Whole Project irrespective of the phase in which they locate. 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 facilities and amenities of the Whole Project and the allottee(s) shall not obstruct and/or cause any hindrance to any allottee belonging to any Phase in the Whole Project.

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**SCHEDULE- F**

<b>Sr. No.</b>	<b>Stage</b>	<b>Date by which the works are to be completed</b>	<b>Details of work to becompleted</b>
<b>1</b>	Completion of Structure of the Building		Foundation, RCC SuperStructure
<b>2</b>	Completion of development works		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
<b>3</b>	Obtaining completion certificate.		
<b>4</b>	Grace Period of Six Months		
<b>5</b>	Finishing and Handover		Hand Over

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**Annexure-I**  
**BOARD RESOLUTION**

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**Annexure-II**

Floor Plan

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**IN WITNESS WHEREOF the parties hereto have executed and delivered these agreements on this day, month and year first above written.**

**SIGNED, EXECUTED & DELIVERED**

**1. PROMOTER: KAIRAV DEVELOPERS LIMITED**

**2. ALLOTTEE(S):**

**Name, address and signature of witnesses**

**1.**

**2.**

Allottee/Buyer(s)

For Ashiana Housing Ltd.

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DEVELOPER