

AGREEMENT FOR SALE

(For Shops)

THIS AGREEMENT FOR SALE (“Agreement”) is executed at Pune on this ____ day of _____

BY AND BETWEEN

M/S. ASHIANA HOUSING LIMITED, a Company registered under the Companies Act, 1956, having its Registered Office at 5F, Everest, 46/C, Chowringhee Road, Kolkata - 700 071 (West Bengal) and Local Office at _____ (**PAN:AADCA9093P**) through its authorized representative Mr. _____ (Aadhar No. _____) duly authorized *vide Resolution dated* _____ passed by the directors of the company, (Copy enclosed as **Annexure I**) [hereinafter referred to as the **“Developer/Promoter”** which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its legal successor(s), administrator(s), executor(s) & permitted assignee(s) including those of the respective partners] of the **ONE PART**.

AND

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

AND

MR. MADAN SHANTILAL JAIN son of Shri Shantilal Hastimal Jain (having PAN No. AAQPJ5022M), major in age having his address at Lohia Jain House, 893/6, Bhandarkar Road, Pune, Maharashtra - 411 004; represented through his POA holder M/s Ashiana Housing Limited, hereinafter referred to as **“Owner No. 1”** (which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include his heirs, executors, administrators, successors-in-interest and legal assignees),

MR. PURUSHOTTAM MUKUNDDAS LOHIA son of Shri Mukunddas Murlidhar Lohia (having PAN No. AAFPL4913Q), major in age having his address at Lohia Jain House, 893/6, Bhandarkar Road, Pune, Maharashtra - 411 004; represented through his POA holder M/s Ashiana Housing Limited, hereinafter referred to as **“Owner No. 2”** (which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include his heirs, executors, administrators, successors-in-interest and legal assignees),

MR. VIJAYKUMAR SANTOSHCHAND JAIN son of Shri Santosh Chand Punamchand Jain (having PAN No. AACPJ5399K), major in age residing at 182, Mont Blanc Co-Operative Housing Society, Dadi Seth Hill, August Kranti Marg, Kemps Corner, Mumbai, Maharashtra - 400 026; represented through his POA holder M/s Ashiana Housing Limited, hereinafter referred to as **“Owner No3”** (which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include his heirs, executors, administrators, successors-in-interest and legal assignees),

M/S. HINDUMAL BALMUKUND INVESTMENT CO. PVT. LTD. (having PAN No. AAACH4226Q), a Company incorporated under the Companies Act, 1956 and having its Registered Office at Lohia Jain House, 893/6, Bhandarkar Road, Goodluck Chowk, Deccan Gymkhana, Pune, Maharashtra, represented through its POA holder M/s Ashiana Housing Limited, hereinafter referred to as “**Owner No4**” (which expression shall unless repugnant to the context mean and include its successors, representatives and assignees),

Owner No 1 to 4 all are collectively hereinafter referred to as “**Confirming Parties**” of the **THIRD PART**.

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

The word Promoter wherever referred in this agreement shall mean the Developer and the word Co-Promoters wherever referred in this Agreement shall mean Confirming Parties.

WHEREAS THE PROMOTER DECLARES THAT:

- A.** The Confirming Parties are absolute, legal, beneficial and registered owners and possess all that piece and parcel of land admeasuring 93,990 sq. mts. (23.22 acres) under survey no(s). 76/1, 77/1/1/ 1C, 75/1/1, 75/1/2, 75/2, 75/3, 75/4, 75/5/1, 75/5/2, and 78/1 situated at Marunji, Taluka Mulshi, District Pune (Maharashtra) by virtue of several duly registered sale deeds (hereinafter referred to as the “**Entire Land**” and fully delineated in the map attached hereto as “**Part I of Schedule A**”).
- B.** The Confirming Parties have obtained necessary approval for conversion from agriculture to residential use from the Directorate of Town Planning and Valuation Department, Maharashtra w.r.t the Entire Land under the provisions of the Maharashtra Regional and Town Planning Act, 1966.
- C.** The Confirming Parties have divided the Entire Land into various portions and demarcated the Entire Land in the following manner and as shown in the map attached hereto as **Part I of Schedule A**: (i) a portion of Entire Land admeasuring 45,898 sq. mt. referred to as Scheduled Land in which only Confirming Parties have ownership rights (ii) a portion of the Entire Land measuring 19,201 sq. mt. has been earmarked for future development exclusively owned, possessed, and retained by Confirming Parties (hereinafter referred to as the “**Owner’s Retained Land**”) (iii) area measuring 4573 sq. mt. for EWS or Social Housing Plot has been demarcated and carved out on the Entire Land for mandatory development of EWS houses or Social Housing for the Entire Land (hereinafter referred to as the “**EWS Plot**” or “**Social Housing Plot**”); (iv) An area admeasuring 14,055 sq. mt., as amenity space (exclusively retained by Owner No. 4) (hereinafter referred to as the “**Amenity Plot**”) for the Entire Land -being portion of the Entire Land (v) further, access road admeasuring 10263 sqmt for getting access to the Scheduled Land, Owners' Retained Land, Amenity Plot and EWS Plot has been demarcated and carved out from the Entire Land having minimum width of 12 mt., (hereinafter referred to as the “**Internal Road**”).
- D.** The Scheduled Land is earmarked for development of a Group Housing Scheme.
- E.** Accordingly, the Confirming Parties entered into a Development Agreement duly registered with Sub Registrar, Mulshi-2, Distt. - Pune, Maharashtra dated 10th August 2020 (“hereinafter referred to as the “Development Agreement”) with the Promoter for development of a Group Housing Scheme on a portion of the Entire Land admeasuring 45,898 sq. mt., (more particularly described

in **Part II of Schedule A** and hereinafter referred to as the “**Scheduled Land**”. The said Development Agreement was registered before the Sub Registrar, Pune vide document Serial no. 8104/2020.

- F.** The Confirming Parties have nominated, constituted and appointed the Promoter to be the true and lawful attorney in its name and on its behalf to do, execute, perform or cause to be done, execute and perform from time to time, at its sole discretion all or any of the acts, deeds, matters or things in relation to the Whole Project for the marketing, selling, development and construction on the Scheduled Land. The said Power of Attorney (hereinafter referred to as the “**POA**”) has been duly registered with the Office of the Sub Registrar, Mulshi II, Distt. Pune as Document No. 8105/2020 and is currently valid and in force.
- G.** The Promoter being in possession of the Scheduled Land framed a scheme for developing a residential project to be known as “**Ashiana Malhar**” on the Scheduled Land. The Whole Project developed / to be developed on the Scheduled Land shall be called as “**Ashiana Malhar**”. However, for convenience and ease of construction, sales and marketing, the Whole Project “**Ashiana Malhar**” has been divided into various phases and proposed to be developed in a phase wise manner with the clear intent to integrate all phases into one upon completion of the Whole Project. The Promoter is in the process of constructing and developing Said Project being one of the phases of the Whole Project on the Project Land forming part of the Scheduled Land and the said phase shall be known as **Ashiana Malhar Phase I and Commercial Block**.
- H.** The Promoter planned and is in the process of constructing and developing Said Project i.e., **Ashiana Malhar Phase I and Commercial Block** on the Project Land after getting necessary permissions/approvals from concerned competent authorities. The location details of the Said Project being developed on Project Land is fully described in **Part IV of Schedule A**.
- I.** The Project Land is free from all encumbrances.
- J.** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Scheduled Land on which the Whole Project is to be constructed have been completed.
- K.** The following approvals and sanctions have been obtained in respect of the Said Project/Whole Project:
- i.** The N/A order for the Scheduled Land was issued by District Magistrate Office, Pune vide its letter bearing no. Mulshi/NA/SR/53/2020 dated 14/01/2021 and 16/06/2021 and attached as **Annexure-II**
 - ii.** The Promoter has obtained the Commencement Certificate DP/BMU/Mauja Marunji/G.N. 75/1/1/ CR No. 401/2021 dated 20/04/2021 issued by Pune Metropolitan Region Development Authority, Pune (**PMRDA**) in respect of Scheduled Land.
 - iii.** The Site Layout Plan of the Whole Project has been approved by the Pune Metropolitan Regional Development Authority, Pune (**PMRDA**) vide its Letter No DP/BMU/Mauje Marunji/G.N. 75/1/1/ CR No. 401/2021 dated 20/04/2021. A copy of the Site Layout Plan is enclosed herewith and marked as **Annexure III**.
 - iv.** Approval of the Whole Project and permission of building construction under the relevant legal provisions has been accorded vide Letter No. DP/BMU/Mauje Marunji/G.N. 75/1/1/ CR No. 401/2021 dated 20/04/2021 by the (**PMRDA**) and annexed as **Annexure IV**.

v. Environmental Clearance from the department concerned has been obtained for the Whole Project vide Letter No. SIA/MH/MIS/166918/2020 dated 2/11/2021.

- L.** The Promoter has conceived and planned various common areas, amenities and facilities in the Whole Project as detailed in **Part I of Schedule D**. These common areas, facilities and amenities will be developed 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 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 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 occupation 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 represents and the Allottee is aware that the Limited Common Areas and Facilities of Residential Block developed with the Said Project are limited for use of Residential Blocks only to the exclusion of Commercial Block and the Limited Common Areas and Facilities for the Commercial Block are limited for use of the Commercial Block to the exclusion of Residential Block. The Promoter agrees and undertakes that it shall not make any changes to the approved plan of the Said Project except in strict compliance with Section 14 of the Act and other Applicable Laws.
- M.** The Promoter has appointed an Architect named Mangesh Gotal having his office at Office No. 71, 4th Floor, Patil Arcade Apartment, Khilare Road, Erandawane, Pune registered with the Council of Architects in accordance with the terms prescribed by the Council of Architects.
- N.** The Promoter has appointed a Structural Engineer named Mr. J V Pasare having his office at Sai Radhe, Office Number 201, 2nd Floor, Hundred Kennedy Road, Pune for the preparation of the structural design and drawings of the Buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the occupation of all the Buildings in the Project.
- O.** Prashant D.Mahajan, Advocate have issued their Search and Title Reports dated 16/11/2021 in respect of the Entire Land, a copy whereof is annexed hereto and marked as "**Annexure V**". The Allottee(s) has prior to the execution of this Agreement satisfied himself about the title of the Promoter and Confirming Parties to the Scheduled Land and the Allottee(s) shall not be entitled to further investigate the title of the Promoter to the same or to their right to develop the same and no requisition or objection shall be raised upon it or any matter relating thereto.
- P.** The copies of the 7/12 extracts showing the nature of the title of the respective Owners in the Entire Land have been annexed hereto and marked "**Annexure VI**".
- Q.** The Said Project has been registered with the Real Estate Regulatory Authority ("Authority") on _____ and the Said Project's Registration Certificate No. is _____. This Registration is valid for a period of _____ years commencing from _____, unless renewed by the Authority. The details of the Promoter and the Said Project are also available on the website (<https://maharera.t.mahaonline.gov.in/>) of the Authority and hereto marked as **Annexure-VII**.

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

Ashiana Malhar Plaza (Commercial Block)-

Apartment Type	Carpet Area Sq. Mtr.(Sq. Ft.)
Shop No. 1	35.75(384.67)
Shop No. 2	34.47(370.89)
Shop No. 3	30.08(323.66)
Shop No. 4	30.17(322.81)
Shop No. 5	30.22(325.16)
Shop No. 6	31.84(342.59)
Shop No. 7	30.7(330.33)
Shop No. 8	26.79(288.26)
Shop No. 9	26.87(289.12)
Shop No. 10	26.91(289.55)

Ashiana Malhar-Phase-I

Type of Apartment	Type A- 2 BHK	Type A2- 2 BHK	Type A3- 2 BHK	Type B1- 3 BHK	Type B2- 3 BHK	Type C- 2 BHK
Total No. of Apartments	104	8	1	55	4	48
Carpet Area of each Apartment sqmt.(sqft)	69.77(751)	69.77(751)	79.55(856.28)	88.11(948.42)	104.27(1122.36)	59.91(644.87)
No. of balcony in each Apartment	2	2	2	2	1	2
Balcony area in each Apartment sqmt.(sqft)	9.78(105.27)	9.78(105.27)	10.6(114.10)	9.02(97.09)	5.14(55.33)	8.19(88.16)

S. By virtue of the Development Agreement/POA the Promoter has sole and exclusive right to sell the Apartment to be constructed by the Promoter on the Project Land/Scheduled Land and to enter into agreement(s) with the Allottee(s) of the Apartment to receive the sale consideration in respect thereof.

T. . The details of specifications of material used/to be used in construction of the Commercial Block in the Said Project have been specifically provided in **Schedule-E** attached hereto.

- U.** The Promoter has opened a separate account in _____ Bank in Branch _____ of _____ Bank for the purpose as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act.
- V.** The Allottee(s), being aware of the Said Project and details given above as well as in the brochure made available by the Promoter and/or on visiting the show home of an Apartment / Building and after satisfying themselves in all respects has applied for allotment and to purchase the Apartment in the Said Project and deposited advance payment / booking amount including application fee and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement as more fully described in **Part II of Schedule C**. There are different kind of apartments conceptualized in the Whole Project which may not be the same as show home, which the Allottee(s) have understood and acknowledged. The Promoter represents that the show home is for representational purposes only and is created to give a look and feel of an Apartment in the Said Project/Whole Project.
- W.** On demand from the Allottee(s), the Promoter has given inspection to the Allottee(s) of all the documents of title relating to the Scheduled Land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under The Real Estate (Regulation and Development) Act 2016 ("Act") read with Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates Of Interest And Disclosures On Website) Rules, 2017 ("Rules"). The Allottee(s) have directly, or through their lawyer, reviewed these documents and have fully satisfied themselves as to the title of the Promoter as well as the layout, design and specifications proposed on the Scheduled Land.
- X.** The Allottee(s) hereby confirms that the Promoter has handed over to the Allottee(s) a draft of this Agreement along with all Schedules and Annexures before purchasing the Apartment and after reading and having understood the contents of such draft along with all Schedules and Annexures, the Allottee(s) is/ are entering into this Agreement for purchase of the said Apartment.
- Y.** While sanctioning the building plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations, and restrictions which are to be observed and performed by the Promoter while developing the Scheduled Land and upon due observance and performance of which only the occupation or occupancy certificate in respect of the said Building shall be granted by the concerned local authority.
- Z.** On application, as aforesaid, the Allottee(s) has been allotted an Apartment located in the Said Project and pro rata share in the Common Area, Amenities and Facilities of the Whole Project and more particularly described in **Schedule "B"** attached herewith and hereinafter referred to as the "Unit").

AA. The details of Floor Plan of the Unit (as described in Schedule B) and Building as defined in the Said Project is given in **Annexure- VIII**.

BB. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to right, title and interest of the Promoter regarding the Project Land on which the Said Project is being developed have been completed.

CC. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications etc. applicable to the Said Project/Whole Project.

DD. The Parties, relying on the confirmations, representations, and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

EE. Under section 13 of the said Act the Promoter is required to execute a written agreement for sale of said Unit with the Allottee(s), being in fact these presents and also to register said agreement under the Registration Act, 1908.

FF. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the said Unit.

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

1.INTERPRETATIONS/DEFINITIONS

- I. In this Agreement, the following expressions unless repugnant to the context thereof shall have the meaning assigned thereto-
- a) **“ACT”** means Real Estate (Regulation & Development) Act, 2016 and the rules framed in respect thereof together with all such amendments, modifications and/or re-enactments related thereto;
 - b) **“APPLICABLE LAWS”** shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Maharashtra including Real Estate (Regulation & Development) Act, 2016 read with Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates Of Interest And Disclosures On Website) Rules, 2017, the Maharashtra Ownership of Flats (Regulation of the Promotion, Construction, Sale, Management and Transfer) Act, 1963, the Maharashtra Apartment Ownership Act 1970, Maharashtra Co-operative Societies Act, 1963, Maharashtra Regional and Town Planning Act, 1966 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 Maharashtra, as may be in force and effect during the subsistence of this Agreement and applicable to the development / construction / sale of the Said Project/Whole Project.

- C) "ARCHITECT"** shall mean Mr. Sanjeev Mehta and/or such other person(s) and/or firm(s) and/or company(s) whom the Promoter may appoint from time to time as the architect for the Said Project.
- d) "APARTMENT"** shall mean a space in the Said Project/Whole Project intended and/or capable of being independently and exclusively occupied, having an entry and exit, and includes a flat and all such units or spaces intended to be used for any residential or commercial use such as office, shop, convenient shopping in any part of the Said Project/Whole Project.
- e) "ALLOTTEE(s)"** means and includes:
- a) If the Allottee(s) is an individual then his/her legal successor(s), executor(s), administrator(s), legal representative(s), and permitted assignee(s);
 - b) If the Allottee(s) is a Hindu Undivided Family, then its karta and each of the member constituting HUF, their Heirs, executors, successors, administrators and permitted assignees;
 - c) In case the Allottee(s) is a Partnership Firm or LLP, then its partners/designated partners for the time being, their respective legal successor(s), executor(s), administrator(s), legal representative(s) and permitted assignee(s) including those of the respective partners; and
 - d) In case the Allottee(s) is a limited company, then its legal successor(s), representative(s) and permitted assignee(s);
- f) "EARNEST AMOUNT"** shall mean 10% of the Total Price of the Unit.
- g) "BUILDING"** shall mean the building No./Tower No.____ in the Said Project where the Allottee(s) has been allotted his "Unit".
- h) "BUILDING PLANS"** shall mean the plans and designs of buildings constructed or to be constructed on the Project Land/Said Land (as defined herein-below), which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Promoter and/or Architect(s) in accordance with Applicable Laws.
- i) "CARPET AREA"** means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment. Explanation : For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s); and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s);
- j) "COMMON AREAS AND FACILITIES OF THE WHOLE PROJECT"** shall mean Scheduled Land and such common areas, facilities, equipment and spaces in the Whole Project meant for common

use and enjoyment of all the occupants of the Whole Project (as defined herein-below) and more particularly detailed in the **Part I of Schedule- D** attached hereto. However, such common areas, facilities, equipment and spaces forms part of different phases of the Whole Project as detailed in **Part I of Schedule- D** attached hereto and accordingly common areas, facilities, equipment and spaces which forms part of any particular phase shall be developed with that particular phase.

- k) **“COMMON AREAS AND FACILITIES OF THE SAID PROJECT”** shall mean such common areas, facilities, equipment and spaces forming part of the Common Areas and Facilities of the Whole Project which are to be developed within the Said Project and more particularly detailed in the **Part- II of Schedule- D** attached hereto.
- l) **“COMMERCIAL BLOCK”** shall mean part of the Said Project comprising of shops together with Limited Common Area and Facilities of Commercial Block being developed on one portion of the Project Land admeasuring 398 sqm and known as **Ashiana Malhar Plaza** and as shown in the map in **Part III of Schedule A**.
- m) **“COMMERCIAL BLOCK LAND”** shall mean part and portion of the scheduled land admeasuring sqm and 398 sqm on which **COMMERCIAL BLOCK LAND** is being developed as shown in the map in **Part III of Schedule A**.
- n) **“ASHIANA MALHAR, PHASE-I”** shall mean part of the Said Project comprising of building block no. 4 and 5 together with Limited Common Area and Facilities reserved for Residential Block being developed on one portion of the Project Land admeasuring 15244 sqm and as shown in the map in **Part IV of Schedule A**.
- o) **“ASHIANA MALHAR, PHASE-I LAND”** shall mean part and portion of the scheduled land admeasuring sqm and 15,224 sqm on which **ASHIANA MALHAR, PHASE-I** is being developed as shown in the map in **Part IV of Schedule A**.
- p) **“RESIDENTIAL BLOCK”** shall mean part of the Whole Project comprising of building Block No. 1,2,3,4,5,6,7,8 and 9 to be constructed and developed on one portion of the Scheduled Land (Scheduled Land minus Land for Commercial Block) and as shown in the map in **Part III of Schedule A**.
- d) **“LIMITED COMMON AREAS AND FACILITIES OF COMMERCIAL BLOCK”** shall mean those common areas and facilities which are designated in writing by the Promoter before the allotment, sale or transfer of any apartment as reserved for use of apartments in Commercial Block to the exclusion of Residential Block in Whole Project as detailed in **Part _III of Schedule D**.
- e) **“LIMITED COMMON AREAS AND FACILITIES OF RESIDENTIAL BLOCK”** shall mean those common areas and facilities which are designated in writing by the Promoter before the allotment, sale or transfer of any apartment as reserved for use of certain apartment or apartments under Residential Block to the exclusion of Commercial Block as detailed in **Part -IV of Schedule D**.
- f) **“INTEREST RATE”** means the State Bank of India highest marginal cost of Lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules payable by the Promoter to the Allottee(s). The marginal cost of lending rate for Said Project shall be the rate as prevailing on the date of registration of the Project under RERA which is _____ %
- g) **“DELAY PAYMENT CHARGES”** means the charges payable by the Allottee(s) to the Promoter for delay in payment of any due amount, instalment, charges etc. at the rate of State Bank of India

highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules for the Interest. The marginal cost of lending rate for Said Project shall be the rate as prevailing on the date of registration of the Project under RERA which is ____%.

- h) **“PROJECT LAND”** shall mean land admeasuring **15,622 sqm** forming part of Scheduled Land, on which the Said Project is being developed and more fully described in **Part-III of Schedule A**.
- i) **“OWNERS ASSOCIATION/SOCIETY”** shall mean association/society/company formed/to be formed by the owners of the units/Apartments in the Said Project .
- j) **APEX ASSOCIATION/SOCIETY** shall mean society/association/company formed by the Promoter for the Whole Project comprising of the members of the association/society/company of each phase.
- k) **“PARA”** means Para of this Agreement.
- l) **“REGULATION”** means regulations made under the Act;
- m) **“RULES”** mean the Maharashtra Real Estate (Regulation and Development)(Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017;
- n) **“SCHEDULE”** means the Schedule attached to this Agreement;
- o) **“SECTION”** means the section of the Act.
- p) **“ENTIRE LAND”** means all that pieces and parcels of land measuring 93,990.00 sq. mts. (23.22 acres), under various survey numbers thereabout lying and situated at Village Marunjii, Taluka Mulshi, Dist. Pune in the state of Maharashtra and as delineated and shown in the map attached herewith as **Part I of the Schedule A**.
- q) **“SCHEDULED LAND”** shall mean land admeasuring 45,898 sqm forming part of the Entire Land and thereabout lying and situated at Village Marunjii, Taluka Mulshi, Distt. Pune in the state of Maharashtra on which the Whole Project named Ashiana Malhar, comprising of different phases, is being developed and is demarcated and shown in **Part II of Schedule - A**.
- r) **“SAID PROJECT”** shall mean part of the Whole Project, being constructed and developed upon the Project Land and comprising of Residential Block /Building No. 4,5 and Commercial Block having flats, shops, Common Area and Facilities of the Whole Project, Limited Common Areas and Facilities of for Residential Block, Limited Common Areas and Facilities of Commercial Block and named as **“Ashiana Malhar Phase I and Commercial Block”**.
- s) **“WHOLE PROJECT”** shall mean the residential project comprising of flats, parking facility, club house, shops, other amenities and facilities etc. constructed / to be constructed in different phases on the Scheduled Land and named as **“Ashiana Malhar”**.
- t) **“HE OR HIS”** shall also mean either she or her in case the Allottee is a female or it or its in case the Allottee is a partnership firm or a limited company.

The words and expressions used herein but not defined in this Agreement and defined in the Act or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

2. PROJECT AND PROJECT COMPLEX-

- 2.1 The Promoter plans to develop a residential project named as Ashiana Malhar on the Scheduled Land (**Whole Project**). The Whole Project is to be developed in a phased wise manner in accordance with the approved layout plans and approvals.
- 2.2. The Promoter represents that it shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein at **Schedule-E** in respect of the Said Project/Building without the previous written consent of the required number of the allottees as prescribed under the Act (as may be amended from time to time) and the allottees hereby agrees that such consent shall not be unreasonably withheld. The Allottee(s) further agrees that in case the Association/Society gives consent for such additions/alterations, the same shall be deemed to be consent of all Allottees of Apartments in the Said Project/Whole Project, as the case may be, including the consent of the Allottee(s) as required under Section 14 of the Act. However, common areas and facilities, which are not part of the said Project but will be provided as part of the subsequent phases of Whole Project, may be changed, altered or relocated depending upon the nature, requirements and market demand and the Promoter shall not be liable for obtaining consent for the same from the Allottee(s), unless such modification/ alteration in the facility/ service/ development works/ amenities affect the Allottee(s) directly.

Provided that the promoter may make such minor additions or alterations as may be required by the allottee, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to the Allottee as as per the provisions of Section 14 of the Act.

3. Unit and Payment Terms

- 3.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the said Apartment more specifically given in the **Schedule "B"** hereunder.
- 3.2 Total Price of the said Unit is more particularly described in **Part I of Schedule C** hereunder.
- 3.3 Total Price of the said Unit as described in the **Part I of Schedule C** includes the booking amount paid by the Allottee(s) to the Promoter towards the said Unit. All other charges, which are specifically mentioned in this Agreement and does not form part of Total Price, shall be paid by the Allottee(s) in addition to Total Price as per this Agreement.
- 3.4 In addition to the Total Price above, the Allottee shall be liable and responsible to pay Taxes including but not limited to GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Said Project. The Allottee shall also be liable to pay one time maintenance deposit, upfront maintenance charges for twelve months, documentation charges, charges towards water connection and water charges, electricity connection deposit, or/and charges(if any) stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Sale Deed, Sub-Lease Deed, conveyance deed etc. in respect of the Said Unit and the

common areas and facilities, which shall be exclusively borne and paid by the Allottee(s). Details of the Total Price as above payable by the Allottee(s) to the Promoter has been particularly described in **Part I of Schedule C**.

- 3.5 Provided that in case there is any change/ modification/introduction of new taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/ modification/introduction.
- 3.6 Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Said Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).
- 3.7 The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in **Part I of Schedule C** to be paid in the manner provided in **Part II of Schedule C** hereunder and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of change/ modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective. It is made clear and agreed by and between the parties hereto that the Promoter shall not be bound to follow the chronological order of any of the said stages/installments and that the Promoter shall be completely at liberty to choose the chronology of the respective stages of the construction. The Promoter are also entitled to merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment.
- 3.8 Total Price of said Unit includes proportionate price of land, construction of, not only the said Unit but also, the common areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the said Unit, lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire-fighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specification to be provided appurtenant thereto within the said Unit and the Said Project.
- 3.9 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges/taxes/levies or introduction of new charges/levies/taxes which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.
- 3.10 The Allottee(s) shall be liable for all costs, charges and expenses [subject to maximum of Rs. _____/- (Rupees _____ Thousand only) in connection with the costs for making arrangement for preparing, executing and registering of this Agreement or related agreements, conveyance or conveyances, transfer deeds, sub lease deed, sale deed and any other document or documents required to be executed by the Promoter for preparation and approval of such documents. The stamp duty and registration charges applicable on agreement/sub lease/sale deed will be payable by the Allottee additionally.
- 3.11 The Promoter represents that it will initiate the formation of the society/association/company upon completion of the phase/Whole Project and the Allottee acknowledges and agrees to pay his share of

the charges towards formation of the association/society/company and charges/membership fees for becoming the member of the society/association/company. Taxes, if any will also be payable by the Allottee.

- 3.12 The Promoter represents that the Promoter has obtained approval from Central Ground Water Authority for extraction of water for the Whole Project. Additionally, it applied for obtaining necessary approvals for sourcing water from the nearby river and post receipt of approvals will create necessary infrastructure for sourcing of water from the river which may take some time. Promoter further represents that till such time as such water connection is procured either through tube wells and/ or through river and water becomes available for the Said Project, the requirement of water for the said Project shall be met from other available sources including procurement of water from water tanker agencies and that a pro-rata share incurred for such purchase and treatment thereof shall be borne and paid by the Allottee/s. The Allottee acknowledges the same and agrees to make the payment towards the same in addition to the monthly maintenance charges.
- 3.13 The Promoter has already received an advance/ booking amount from the Allottee(s) as mentioned in **Part II of Schedule C** and the Allottees(s) agrees and undertakes to pay the balance amount strictly in accordance with the payment plan given in **Part II Schedule C** attached hereto.
- 3.14 Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay Delay Payment Charges. The Allottee is aware that the taxes including GST shall be payable in addition to the Delay Payment Charges for delay in payment of any due amount under this Agreement.
- 3.15 The Promoter shall confirm to the final Carpet area and Balcony Area that has been allotted to the Allottee(s) after the construction of the building is complete and the occupation certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area plus Balcony Area subject to a variation cap of three (3%). The Total Price payable for the Carpet Area and Balcony Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area and Balcony Area within the defined limits then the Promoter shall refund the excess money paid by Allottee(s) within 45 days with interest from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the Carpet Area and Balcony Area in total, the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments whether refund or payment shall be made based on Carpet Area plus Balcony Area. Further Carpet Area shall be measured from brick to brick and Balcony Area shall be up to the outer edge of the balcony slab.
- 3.16 Subject to **Clause 11.2** the Promoter agrees and acknowledges, the Allottee(s) shall have the right to the said Unit as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Unit.
 - (ii) The Allottee(s) shall also have undivided proportionate share in the common areas of the Whole Project. Since the share/ interest of Allottee(s) in the common areas of the Whole Project is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them.
 - (iii) That the computation of the price of the Unit includes recovery of price of land, construction of, not only the Unit but also, the common areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, tiles, doors, windows, firefighting equipment in

the common areas, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Said Project as detailed in **Part I of Schedule C**.

- (iv) To assess the extent of development of the Said Project and his Unit, the Allottee(s) may visit the Said Project. However, the Promoter discourages such kind of visit by the Allottee(s) and his/her family members due to the risk at construction site. If the Allottee decides to visit site, he/she shall take due care and proper safety measures while visiting the site as construction activities are in full swing and the Promoter shall not in any way be held responsible for any accident, fall of any object, mis-happening etc. caused to/with Allottee(s) and his/her accompanying persons while visiting the site. Further, the Promoter strictly prohibits the visit of children at construction site.

3.17 The Promoter represents and the Allottee acknowledges that within the Commercial Block Promoter has earmarked open vehicle parking space for the utilization of the Commercial Block. The Allottee is aware that there is no provision of earmarking of vehicle parking space with the shops in the Commercial Block and the open vehicle parking in Commercial Block shall be reserved for visitors of the shops and accordingly the Allottee waives his claim, right, title, interest whatsoever on the areas of vehicle parking space(s) in the Said/Whole Project.

3.18 The parking so available within the Commercial Block shall be available for parking for shop Allottee(s) and visitors of the Commercial Block respectively on "first come first park basis". In case of non-availability of car parking unit Allottee or visitor may be denied entry of their car in the Project.

3.19 The Allottee(s) understands that in order to maintain the administration of the Project, the Allottee(s) undertakes to park his vehicle strictly in the available vehicle parking space and not anywhere else in the Commercial Block and/or Whole Project.

3.20 The Allottee(s) agrees and understands that except as described in **Schedule B** attached hereto, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Said Project/Whole Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with applicable laws. Convenient shops, shops, ATM space, kiosk etc. built in any part of the Said Project/Whole Project 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.

3.21 The Promoter shall be exclusively entitled to install its signage, hoarding, any other kind of branding for its any past, present and future projects at suitable place(s) in the Project and the Allottee and the Owner's Association shall not have or shall not obstruct on exploitation of this right by the Promoter and without any cost to the Promoter.

3.22 The Allottee agrees that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay Delay Payment Charges plus taxes at the prescribed rates. The obligations of the Allottee(s) to pay the amount and the liability towards Delay Payment Charges as aforesaid may be reduced when mutually agreed to between the Promoter and the Allottee(s).

3.23 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.

- 3.24 The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the said Unit to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues. If the Promoter fails to pay all or any of the outgoing/ dues collected by it from the Allottee(s) before transferring the said Unit to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the said Unit, to pay such outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 3.25 That the Whole Project shall always be known as "Ashiana Malhar" and the Said Project shall always be known as "**Ashiana Malhar Phase I and Commercial Block**" and the name of the Whole Project and the Said Project shall not be changed except with the consent of the Promoter.
- 3.26 The Promoter hereby agrees to observe, perform, and comply with all the terms, conditions, stipulations, and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or occupation certificates in respect of the Apartment.
- 3.27 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 outgoing in respect of such unsold apartments
- 3.28 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.
- 3.29 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
- 3.30 Even after the final conveyance of the project land and buildings in favor of the society of 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.

4. MODE OF PAYMENT:

- 4.1 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan given in **Part II of Schedule - "C"** hereunder through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of _____ payable at _____. If applicable, the Allottee(s) shall deduct tax at source at the rate of 1% from the instalments of the Total Price payable to the Promoter pursuant to this Agreement and deposit the same with the concerned tax authorities to the credit of the Promoter. The Allottee(s) shall forthwith provide to the Promoter original copies of the tax deposit challans evidencing the deposit of the aforesaid deducted tax amount with the concerned authorities.

5. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

6. Floor Space Index

- 6.1 The Promoter represents and the Allottee acknowledges that the Floor Space Index (FSI) for the Whole Project Ashiana Malhar to be developed on the Scheduled Land is 87556.59 sqm and the Promoter plans to develop the Whole Project into phases for ease of construction and development. The Promoter further represents that on the balance portion of the Entire Land the Confirming Parties will be developing separate project and they are free to utilize the FSI for their portion of the land. For ease of clarification, Confirming Parties will have exclusive rights over the Amenity Plot and Owners Retained Plot.
- 6.2 The Promoter has disclosed the Floor Space Index as proposed to be utilized by him on the Project Land in the Whole Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 6.3 Further, the Allottee/s has/have been informed and acknowledge(s) that the FSI proposed to be consumed in the Phase I may not be proportionate to the area of the Project Land on which it is being constructed in proportion to the total area of the Scheduled Land taking into account the FSI to be utilized for all buildings to be constructed thereon. The Allottee acknowledges the fact and agrees not to dispute the same or claim additional FSI in respect to any building in the Said Project/Whole Project.

6.4 The Allottee acknowledge(s) that the Promoter alone is entitled to utilize and deal with all the development potential of the Scheduled Land including the existing and future FSI and /or transferable development rights ("TDR") heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of buildings and development of facilities and/or amenities on any part of the Whole Project or elsewhere as may be permitted and in such manner as the Promoter deems fit.

7. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

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

8. TIME IS ESSENCE:

8.1 Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Said Project and handing over the Apartment to the Allottee occupation. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous occupation of construction by the Promoter as provided under **Part II of Schedule C** herein above.

8.2 Without prejudice to right of promoter to charge delay payment charges, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at his own option, to terminate this Agreement:

9. CONSTRUCTION OF THE SAID PROJECT:

9.1 The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the said Unit and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Said Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act and the procedure agreed under **clause 2.2** hereinabove, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

10. POSSESSION OF SAID APARTMENT:

10.1 Schedule **for possession of the said Unit** – The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee is the essence of the Agreement. The Promoter assures to handover possession of the said Unit with all specifications, amenities and facilities of the Said Project in place on or before **January 2024** including six months grace period as shown in **Schedule**

F. Further provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Unit on the aforesaid date, if the completion of building in which the Unit is to be situated is delayed on account of Force Majeure which includes –

- i. War, Civil Commotion or Act of God.
- ii. Any notice, order, rule, notification of Government, Municipal or other Public or Competent Authority which prevents the Promoter from carrying out with the work of development and construction on the Whole Project.
- iii. Strikes, lockouts.
- iv. Pandemic, epidemic, spread of any communicable disease or any situation of lockdown.
- v. Any delay on the part of the Municipal Corporation, Office of the Collector or any other Public Body or Authority including the M.S.E.D.C.L, in issuing or granting necessary Certificates / NOC's / Permissions / Licenses / Connections of any service such as Electricity, Drains and Water Connections and Meters to the Whole Project under construction by the Promoter.
- vi. Any additional work in the Apartment undertaken by the Promoter at the instance of the Allottee/s.
- vii. Any delay or default by the Allottee/s in making payments as per terms and conditions of this Agreement (without prejudice to the right of the Promoter to terminate this Agreement as contemplated under this Agreement).

If, however, the occupation of Said Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment and the Promoter shall not be liable to pay any penalty/interest/compensation during such Force Majeure condition, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the said Project due to Force Majeure conditions, which shall be assessed by the Promoter, then this allotment stands terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee(s) with Interest within forty-five days from such termination and execution of the deed of cancellation. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. Upon termination the Allottee agrees to execute a cancellation deed with respect to the Unit and only after which the amount will be refunded to the Allottee. After Termination, the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

10.2 Procedure for taking possession- The Promoter, upon obtaining the occupation certificate from the competent authority shall vide offer letter (“**Offer Letter**”) offer in writing the possession of the Unit, to the Allottee(s) in terms of this Agreement. Within 30 days of the date of offer of possession given to the Allottee(s) by the Promoter, the Allottee(s) shall make payment of all dues, outstanding, interest, if any, maintenance security etc. to the Promoter and within 50 days from clearance of entire dues, outstanding charges, if any, the Allottee(s) shall take physical possession of the Unit. The Allottee shall execute all necessary indemnities, undertakings and such other documentation as may be prescribed in this Agreement and/or required by the Promoter and the Promoter shall give possession of the Apartment to the Allottee against the execution and registration, if any, of such documentation and payment of the balance amounts by the Allottee.. After expiry of 3 (Three) full calendar months from the date of occupation certificate, the Allottee(s) shall be liable to pay the maintenance charges as

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

Possession of the Allottee(s)- After obtaining the occupation certificate and handing over physical possession of the Unit to the Allottee(s), it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas as per applicable laws.

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

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

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

However, the aforesaid amount shall be refunded by the Promoter only upon execution and registration of the cancellation deed by the Allottee.

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

10.4 The Allottee(s) shall be liable to pay from the date of expiry of 15 days of the date of Offer Letter or date of actual possession, whichever is earlier, house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Unit of

the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) proportionately. If the Promoter has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter within 15 days from the date of notice in this regard from the Promoter failing which the Promoter shall be entitled to charge delay payment charges for the period commencing on the date on which the Promoter paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter.

10.5 At the time of registration of conveyance of the Unit or of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Association/Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance of the Unit or the Schedule Land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Land to be executed in favour of the Apex Body or Federation.

11, EVENTS OF DEFAULTS AND CONSEQUENCES:

11.1 DEFAULT BY THE PROMOTER-

- A. Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, if the Promoter fails to provide ready to move in possession of the Unit to the Allottee(s) without any default/delay on the part of the Allottee(s), within the time period specified in **Clause 10.1** above in this Agreement or fails to complete the Said Project within the stipulated time disclosed (as extended as per the Act) at the time of registration of the Said Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties and as specified in **Schedule E** and for which occupation certificate and occupation certificate, as the case may be, has been issued by the competent authority.
- B. In case of default by the Promoter under the condition listed above, Allottee(s) is entitled, subject to the condition that there is no default on the part of the Allottee(s) to the following:
- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/development milestones and only thereafter the Allottee(s) be required to make the next payment without any delay payment charges; 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 upon execution and registration of a cancellation deed by the Allottee

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

11.2 DEFAULT BY THE ALLOTTEE-

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

- (i) failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan, despite having been issued notice in that regard.
- (ii) delay/default by Allottee(s) under Clause 11.2 (i) above continues for three months;
- (iii) after the issuance of Offer Letter as per Clause 10.2 failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due including Delay Payment Charges, if applicable, under this Agreement within the period mentioned in the Offer Letter.
- (iv) after the issuance of Offer Letter as per Clause 10.2 the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Promoter under this Agreement, in execution and registration of conveyance deed of the Unit and/or taking possession of Unit within the period mentioned in Offer Letter.
- (v) breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
- (vi) violation of any of the Applicable Laws on the part of the Allottee(s).

11.3) The Promoter's rights/remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned **Clause 11.2** above shall be as follows:

- (i) Upon occurrence of event of default mentioned in Clause 11.2(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 11.2(ii) the Promoter may cancel the allotment by terminating this Agreement by serving a notice of 15 days to the Allottee(s) in this regard by registered post AD and mail at the email address provided by the Allottee.
- (iii) Upon occurrence of event of default mentioned in Clause 11.2(iii), (iv), (v) and (vi) the Promoter shall have the option to terminate this Agreement as mentioned in **Clause 11.3 (ii)**; Further in case of event of default under **Clause 11.2(iii)**, till the time Promoter exercise the option to terminate this Agreement it shall be entitled to (a) recover Delay Payment Charges as per **Clause 11.3 (i)** and (b) recover maintenance charges from the expiry of 30 days from the offer of possession ; (c) recover holding/ safeguarding charges @ 0.1_% per month on the Total Price of the Unit; (d) taxes mentioned in **Clause 10.4**; (e); withhold conveyance and to refuse possession of Unit to the Allottee(s) till payment of amounts mentioned **Clause 11.2(iii)** and Allottee(s) hereby authorizes the Promoter for the same.
- (iv) Provided that, Promoter shall give notice of fifteen days in writing to the Allottee by email at the email address provided by the Allottee of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement and upon termination of this Agreement the Promoter, shall be at liberty to dispose of and sell the Apartment to such person and at such price as the Promoter may in his absolute discretion think fit.

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

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

- (i) The Earnest Amount.
- (ii) all taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority or brokerage paid (if any) in respect of the Unit;
- (iii) The Delay Payment Charges paid/payable by the Allottee(s) to the Promoter as per **Clause 11.3(i) and/or 11.3 (iii)**, if applicable.

12. Formation of Association/Company/Society-

- 12.1 The Promoter shall initiate formation of an association under Maharashtra Apartment Act or Maharashtra Cooperative Societies Act or Indian Companies Act. The Allottee along with other allottees in the building/Said Project/Whole Project shall join in forming the co-operative society under the Co-Operative Societies Act, 1960 or association of allottees under the Apartment Act, 1970 or company under Companies Act to be known by such name as the Promoter may decide and for such purpose agree to sign and execute application for registration and/or membership and other papers and documents necessary for the formation and registration of the society or association or company and for becoming the member, including the bye laws of the proposed society/association/company and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the allottee, so as to enable the Promoter to form the association/society/company of the allottees. The Allottee shall give his No Objection if any change or modifications are made in draft bye laws of society as may be required by concerned authority. The Allottee/s shall observe rules and regulations of the society/association.
- 12.2 The Promoter further represents that it shall have the sole discretion to either form one single association/society/company for the Whole Project or form association/society/company for each building/phase/project.
- 12.3 The Promoter represents that if it decides to form separate association/society/company for each building/phase/project, the Promoter shall file application before the Registrar of Societies or such other authority as required under the prevailing laws, to form association/society/ company for such building/phase/project and the allottees of such building/phase/project will sign such documents as required for such formation.
- 12.4 The Promoter further represents that if it decides to form a single association /society/company for the Whole Project, under such conditions, it shall take all the steps for inducting all the

apartment owners/allottees as members of the subsequent building/phase so developed, to the sole/single association.

12.5 The Allottee agrees that it shall not object/raise any objection on the same and shall provide all its support to the Promoter for formation and registration of such society/association/company.

13. Formation of Apex Body-

13.1 The Promoter represents that in case of formation of individual association/society for each building/phase/project, the Promoter shall take steps for the formation of federation of association/society in which representative of all the association/society shall become member. It is agreed by the Allottee that neither the Allottee nor the association/society shall object to the same and shall co-operate with the Promoter by signing the application for registration and/or membership and all other papers and documents necessary for the Allottee to become the member of the Association of the Allottees and the association to be become the member of the apex body.

14. Conveyance -

14.1 It is represented that it the event the Promoter forms the association of allottees under Maharashtra Apartment Act, 1970, the Promoter shall execute deed of declaration of the building/phase/project and afterwards execute deed of apartment (conveyance deed) in favor of the allottees after the receipt of occupancy certificate of the last building of the Whole Project. It is pertinent to mention here that the proportionate undivided share in common areas and facilities shall be as per the final declaration submitted.

14.2 The Promoter represents that in case it plans to form society under the Maharashtra Co-operative Society Act, 1960, the Promoter shall execute conveyance of the structure in favour of the society of the building/phase/project and the conveyance of the Scheduled Land and the common areas and facilities in the Whole Project shall be done in favor of the federation of society upon receipt of occupancy certificate of the last building/phase of the Whole Project.

14.3 The conveyance in favour of the Allottee or the Apex Body, as the case may be, shall be subject to such terms, conditions, covenants and undertakings on the part of the Allottee or the Society/Association /Company as may be required to ensure that the rights of the Promoter to sell the unsold apartments/flats/premises do not suffer and are protected.

15.MAINTENANCEOF THE SAID PROJECT:

15.1 The Promoter represents and the Allottee agrees and confirms that one of the factors for all the allottee(s) to buy units in the Said/Whole Project is that the Promoter is known for appropriate standards of maintenance and management services in relation to its project through its associate Ashiana Maintenance Services, LLP ("Maintenance Agency"). Maintenance Agency has very rich and vast experience and expertise in the management and maintenance of large size high rise projects having all modern equipment, amenities and facilities such as STP, water treatment plant, power back up system,CCTV surveillance system or other modern security system, lifts, horticulture etc. The Allottee(s) is aware that due to qualitative and cost-effective maintenance of its projects, the Maintenance Agency is able to maintain the beauty and aesthetic look of its projects consistently which not only increases the life of its projects but gives appreciation to the value of the projects. Apart from qualitative maintenance of the project, The Allottee(s) understands that other allottees

have also booked/bought units in its projects because of the above characteristics of Maintenance Agency.

- 15.2 The Promoter further represents that the Promoter is placed with the responsibility of maintaining the Said Project/Whole Project till the time same is handed over to the Association. For the same the Promoter proposes to appoint maintenance agency named Ashiana Maintenance Services, LLP. Accordingly, the Maintenance Agency is being 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 Apartments Owners Association through a majority resolution.
- 15.3 The Allottee(s) hereby agrees that his/her right to the use of Limited Common Areas and Facilities of Commercial Block and Common Areas and Facilities developed with the Said Project or to be developed with subsequent phases 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. The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings including water charges regularly each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee shall be regarded as the default on the part of the Allottee and shall entitle the Promoter to terminate this agreement in accordance with the terms and conditions contained herein.
- 15.4 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 it Byelaws.

16. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter has absolute, clear and marketable title with respect to the Scheduled Land/Project Land and the requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the Project Land for the Said Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Said Project.
- (iii) There are no encumbrances upon the Project Land or the Said Project.
- (iv) There are no litigations pending before any court of law with respect to the Scheduled Land or Whole Project
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Said Project, Project Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain in compliance with all applicable laws in relation to the Said Project, Unit and Common Areas and Facilities of Whole Project/Common Areas and Facilities of the Said Project.
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected.

- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement or arrangement with any person or party with respect to the Project Land, including the Said Project and the Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Unit to the Allottee(s) in the manner contemplated in this Agreement.
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the common areas to the Association/Society.
- (x) The Project Land is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Project Land.
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Said Project to the Competent Authorities till Occupation Certificate has been issued and possession of the Unit along with Common Area (equipped with all specifications, amenities and facilities) has been handed over to the Allottee(s).
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the property) has been received by or served upon the Promoter in respect of the Project Land and/or the Said Project except as mentioned in the following paras.
- (xiii) Promoter represents that Pune Metropolitan Region Development Authority(PMRDA) has published on 2nd August,2021 a draft development plan 2021 (DP 2021) under section 26/1 of Maharashtra Regional Town Planning Act, 1966 (MRTP Act) for the Pune city and invited objections from the public at large. In the draft DP 2021, PMRDA has proposed 18-meter wide ODR road passing through the Whole Project against which the Promoter and the Confirming Parties have placed their objection before PMRDA requesting for removal of the ODR road. While placing its objections, the Promoter as well informed PMRDA that it had obtained building plan sanction from PMRDA vide document bearing no. DP/BMU/Mauja Marunji/G.N. 75/1/1/ CR No. 401/2021 dated 20/04/21 which was much before the proposed draft development plan and had commenced development of the Said Project on the basis of the approvals granted by PMRDA.
- (xiv) As the construction of Commercial Block forming part of the Said Project reached plinth level, the Promoter along with Confirming Parties applied for plinth certificate for the same which was granted on 04th May, 2022. In the application for plinth, Confirming Parties and the Promoter proposed realignment of the 18 mt proposed ODR Road and suggested that the 12 mt road already earmarked by the Confirming Parties and the Promoter running alongside the Entire Land and the 9 mt road passing through the Whole Project may be used as 18 mt wide road. The proposal submitted by Promoter before PMRDA is as per the map attached as **Schedule- G.**
- (xv) The Promoter represents that it may happen that the proposed ODR road is removed altogether from the Whole Project under such condition the Promoter will proceed with the sanction plans already approved. However, it may happen that PMRDA doesn't remove the ODR road from the Whole Project but converts 12 mt and 9 mt road into 18 mt wide ODR road.

Under such conditions the Promoter represents that it will have to replan the future phases of the Whole Project to ensure compliance with the building byelaws. Such replanning may involve applying to PMRDA for amendment of the already sanctioned plan and amendment in the Environmental Clearance and other approvals. Promoter represents such revised planning including but not limited to applying for amendment of sanctioned plans, will not impact the Said Project and the changes in the sanctioned plan will be restricted only to future phases. The Allottee understands the disclosure given by the Promoter and he has with full knowledge of the above fact have applied for allotment of the Unit in the Said Project and agrees not to object in any way if the Promoter applies for amendment in the sanctioned building plans, environmental clearance and other approvals. The Allottee represents that he is aware of the same and agrees to not raise dispute in future with respect to such amendment in building plans, environmental clearance and other approvals. The Allottee provides his consent to the Promoter to go for the changes in building plans, environmental clearance and approach statutory authorities including Real Estate Regulatory Authority(RERA) for necessary amendments and will sign the necessary documents or letters required to be filed with these authorities.

17. DEFECT LIABILITY

- 17.1 It is agreed that in case any structural defect in the Apartment or the building in which the Apartment is situated or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five (5) years by the Allottee(s) from the date of Offer Letter, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty (30) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, in case any damage to the said Unit is caused by the Allottee(s) and/or any reasonable wear and tear and/or any damage caused due to Force Majeure shall not be covered under defect liability period.
- 17.2 The Promoter further represents that the word defect here means only the construction defects caused on account of wilful negligence on the part of the Promoter and shall not mean defects caused by normal wear & tear, negligent use of said Apartment by the occupants, vagaries of nature etc. Defect in fittings and fixture are not included therein.
- 17.3 It is further agreed that the Allottee/s shall not carry out any alterations whatsoever in the Said Apartment or in the fittings therein, in particular it is agreed that the Allottee/s shall not make any alterations in any of the RCC structure, fittings, pipes, water supply connections or any other erection in the bathroom, toilet, WC, terrace, etc. If any of such works are carried out or any heavy load are stored in the Said Apartment, balcony, terrace, etc., or any liability including the defect liability automatically shall become void & the Allottee/s alone shall be responsible for it. Further, the Allottee/s will be liable to pay for the damages, if any, to the Allottee/s User of the below premises of his/her/ their Apartment or any affected premises, due to the Said Apartment Allottee/s or any other Allottee/s act or negligence and if the Allottee/s premises is damaged, then the repairs shall have to be carried out by the party responsible for such an act and the Promoter shall not be liable for the same.

17.4 The Promoter will provide certain electronic & mechanical equipment manufactured by third party as part of specifications /amenities inside the Said Apartment as well as in the said project. Such as security system, intercom system, Lifts, Generators, Geyser/Boiler, Mechanical Car Parking Unit, Windows etc. The Promoter shall provide all the said equipment of standard company make, at its own cost. The Warranty and guarantee of these Electronic & Mechanical equipment will be as per the manufacturer's policies, thus the Promoter will not be liable to include these electronic & mechanical equipment under promoters defect liability obligation.

18. INDEMNIFICATION

18.1 The Allottee(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Agreement and/or (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoter and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in **Clause 26** and/or (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement as per **Clause 26** and/or (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).

18.2 The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.

18.3 The indemnification rights of the Promoter under this Clause shall be in addition to any other rights and remedies available to the Promoter under Applicable Laws, equity and this Agreement.

19. 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 Promoter may have, the Promoter shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Promoter may have under law or in equity or pursuant hereto.

20. RIGHT TO ENTER THE UNIT FOR REPAIRS

20.1 The Promoter/ Owners Association/Maintenance Agency shall have right of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Owners Association/Maintenance Agency to enter into the said 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.

21. USAGE

21.1 Use of service areas: - The service areas, if any, as located within the Said Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use, block or interfere with the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Owners Association/Maintenance Agency for rendering maintenance services.

22 GENERAL COMPLIANCE WITH RESPECT TO THE UNIT

- (i) Subject to **clause 17** above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit, and keep the Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable condition and repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- (ii) The Allottee(s) further undertakes, assures and guarantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the Building or anywhere on the exterior of the Said Project/Whole Project, building therein or common areas.
- (iii) The Allottee agrees to adhere to the area of the signages as provided by the Promoter/Maintenance Agency or the Association and further commits not to default or raise any kind of dispute with respect to the area of the signage or any other matter incidental or attached thereto in the future.
- (iv) The Allottee(s) shall also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design.
- (v) Further the Allottee(s) shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the Building. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- (vi) That all fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the Promoter/ Owners Association/Society and nowhere else. The non-observance of the provisions of this clause shall entitle the Promoter or Owners Association, as the case may be, to enter the Unit, if

necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).

- (vii) The Allottee(s) agrees to abide by and comply with the bye-laws or housing rules or such rules which may be issued from time to time by the Owners Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Said Project/Whole Project.
- (viii) Not to hang clothes to dry outside the windows, throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment in the compound or any portion of the Whole Project.
- (ix) The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony/ lawns /roof-top/ terrace under his/her/its use.
- (x) It is in the interest of the Allottee(s), to help the Owners Association/Society in effectively keeping the Unit and/or the Said Project/Whole Project secured in all ways, For the purpose of security, the Owners Association/Society would be free to restrict and regulate the entry of visitors into the Building/ Said Project/Whole Project.
- (xi) The Allottee(s) shall not use the Unit for any purpose other than as set out under this Agreement nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Said Project/Whole Project or for any illegal or immoral purpose.
- (xii) Allottee(s) shall not throw dirt, rubbish, rags, garage etc. or permit the same to be thrown from the Unit in the compound or any portion of the Scheduled Land and the Building in which the Unit is situated.
- (xiii) Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Unit and the Building/Said Project/Whole Project in which the Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the said Building/Said Project/Whole Project and/or the Unit.
- (xiv) Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. parapet or other structures in the Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- (xv) The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Owners Association and/or maintenance agency appointed by the Owners Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (xvi) After handing over of the Said Project/Whole Project, it shall be the responsibility of the Owner's Association for obtaining / renewal of insurance for the said project / Whole Project and pay insurance premiums.
- (xvii) After handing over of the Said Project, the Allottee shall be responsible to pay to the Association and/or Maintenance Agency towards security/deposit/ recurring infrastructure charges / to be paid to the government agencies towards electricity, water charges (including but not limited to abstraction charges) and infrastructure charges or any other charges or deposit/security required to be paid with respect to the Said Project/Whole Project
- (xviii) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Apartment is situated.

- (xix) Not to install any dish or other antennae for reception of radio, telecom or television signals in such manner in the Apartment whereby such dish or other antennae projects outside the Unit or on any part of the exterior of the Project or any of the common areas thereof, including on the terrace thereof.
- (xx) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee to any purposes other than for purpose for which it is sold.
- (xxi) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and only if the Allottee had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoter and obtained the written consent of the Promoter for such transfer, assign or part with the interest etc.
- (xxii) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupation and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement to the Association/Maintenance Agency, as the case may be.
- (xxiii) The Allottee shall permit the Promoter/Association/Maintenance Agency, as the case may be, and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- (xxiv) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the Schedule Land and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, , lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the Project is handed over to the Society/Association.
- (xxv) For the purposes of this Agreement and the construction of the Said Project, the Allottee(s) hereby irrevocably authorizes/empowers the Promoter, to make necessary representations for and on behalf of the Allottee(s) before the concerned authorities, including the authorities of the Maharashtra Regional and Town Planning Act, 1966 / Municipal Corporation / Competent Authority for alteration, change, modification, revision, renewal and sanction of the plans for construction of the building/s, additional or otherwise, without prejudicially affecting the said Apartment being purchased by the Allottee(s).

(xxvi) The Allottee(s) hereby irrevocably consent/s and authorize/s the Promoter to represent him/her/them in all matters regarding property tax assessment and reassessment before the concerned Municipal Authorities and decisions taken by the Promoter in this regard shall be binding on the Allottee(s). The Promoter may till the execution of the Final Conveyance Deed represent the Allottee(s) and his/her/their interest and give consent, NOC's and do all the necessary things in all departments of Municipal Corporation, Collectorate, Road, Water, Building Tax Assessment departments, Government & Semi-Government, M.S.E.D.C.L., U.L.C. officials, etc. on behalf of the Allottee(s) and whatever acts so done by the Promoter on behalf of the Allottee(s) shall stand ratified and confirmed by the Allottee(s)

23. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

23.1 The Parties are entering into this Agreement for the allotment of said Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Said Project/Whole Project.

23.2 The Allottee(s) along with other allottees of the Whole Project/Said Project either themselves or through their Association/Society/Company, so formed, shall be liable and responsible for applying for and obtaining renewal of various approvals which are obtained/ required to be obtained for the Said Project/Whole Project and to ensure the compliance with applicable laws and the conditions under such approvals at all times. The Allottee along with other allottees will also be responsible for obtaining various nocs including but not limited to Fire NOC, Consent to Operate, **there renewals and/or other** statutory renewals which are required to be obtained for the Said Project/Whole Project in future after receipt of occupancy certificate for the Said /Whole Project. The Allottee and Allottees of other units and/or Owners Association/Society/Company without any reference to the Promoter shall be entitled to approach the requisite authority for any such approvals/renewals and shall also ensure that they always comply with the conditions of such approvals and NOC(s). Failure to get statutory approvals or renewal within the prescribed time and/or consequences resulting due to non-renewal of the statutory approvals or noncompliance of the conditions of approvals or NOC(s) shall not cast any liability on the Promoter.

24. ADDITIONAL CONSTRUCTIONS AND SHARING OF SERVICES

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

24.2 The Promoter represents that 12 sqm wide land is demarcated and carved out from the Entire Land to be used as internal road which will provide access to all the occupants, guests, visitors etc off all the portion of the Entire Land and the projects to be developed thereon. The Promoter represents that the residents of Ashiana Malhar shall always, have uninterrupted access to the Internal Road, so developed and the Confirming Parties shall also have uninterrupted access to the Amenity Ploty and Owners Retained Land. The Allottee agrees to contribute towards the monthly maintenance charges for the maintenance and management of the internal road.

- 24.3 The Promoter represents that under the State Laws there is a mandatory provision for development of ews units. The Promoter plans to develop ews units on one portion of the Entire Land admeasuring 4573 sqm.
- 24.4 The Promoter has represented to the Allottee that there are certain facilities/ services/ development works/ amenities, which are not part of the said Project and will be provided as part of the subsequent phases of Whole Project The Allottee agrees that the Promoter may undertake changes / relocation of facilities in subsequent Phases depending upon the nature, requirements and market demand and the Promoter shall not be liable for obtaining consent for the same from the Allottee(s), unless such modification/ alteration in the facility/ service/ development works/ amenities affect the Allottee(s) directly.

25 PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:

- 25.1 The Promoter shall have the right and authority to raise finance, loan from any financial institution/Bank by way of mortgage/ charge securitization of receivables or in any other mode or manner by charge/mortgage of the Said Project/Whole Project subject to the condition that the said Apartment shall be free from all encumbrances at the time of execution of sale deed, the Promoter shall obtain an NOC from the concerned Bank/Financial Institution to execute Agreement to Sale in favour of the Allottee(s).

26. BINDING EFFECT:

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

27 . 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.

28. RIGHT TO AMEND:

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

29 PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES:

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

30 BROKERAGE:

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

30.2 The Promoters/Owners shall be entitled to create encumbrances over the said Project/ Whole Project or lease, allot, give on license any portion of the said property to any Government/Semi Government authorities/local authority/M.S.E.D.C.L or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna, cable T.V. etc. The Allottee/s shall not be entitled to raise any objection or grievance about the same.

31. WAIVER NOT A LIMITATION TO ENFORCE

31.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set 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 waving the payment of Delay Payment Charges 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 shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

31.2 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.

33 SEVERABILITY

33.1 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.

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

34.1 Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Said Project/Whole Project, 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 the Said Project/Whole Project, or as per applicable law as the case may be. However, if due to any change in the regulations, court orders there is a change in the manner of calculation of the charges towards common expenses along with other apartment owners, the Allottee will be liable to adhere to such orders and/or circulars without prejudice to the rights of the Promoter and will not hold Promoter liable for the same.

35 FURTHER ASSURANCES

35.1 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.

36 PLACE OF EXECUTION

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

36.2 The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment deed at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

37. NOTICES

37.1 All the notices referred to in this Agreement shall be in writing and shall be deemed to be properly given and served on the party to whom such notice is to be given if sent either by registered A.D. post or speed A.D. post and notified E mail ID/ Under Certificate of Posting to the party at their respective addresses mentioned above.

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

38. JOINT ALLOTTEE:

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

39. SAVINGS

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

40. GOVERNING LAW

40.1 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.

41. DISPUTES

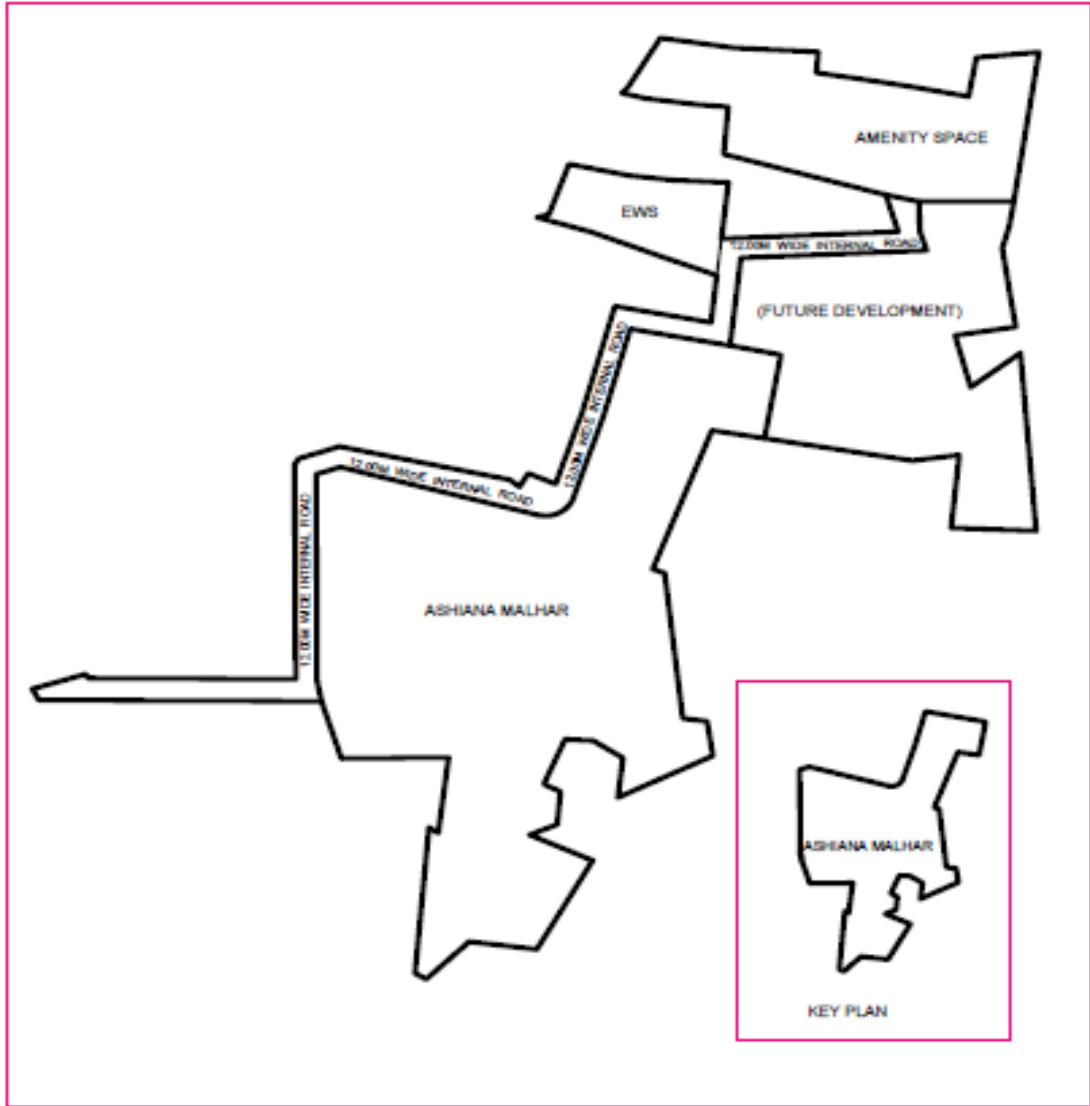
41.1 All or any disputes arising out of or touching upon or in relation to the terms of this Agreement/allotment letter or its termination including the interpretation and validity thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions between the Parties, failing which the issues shall be settled in the manner as provided under the Act.

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

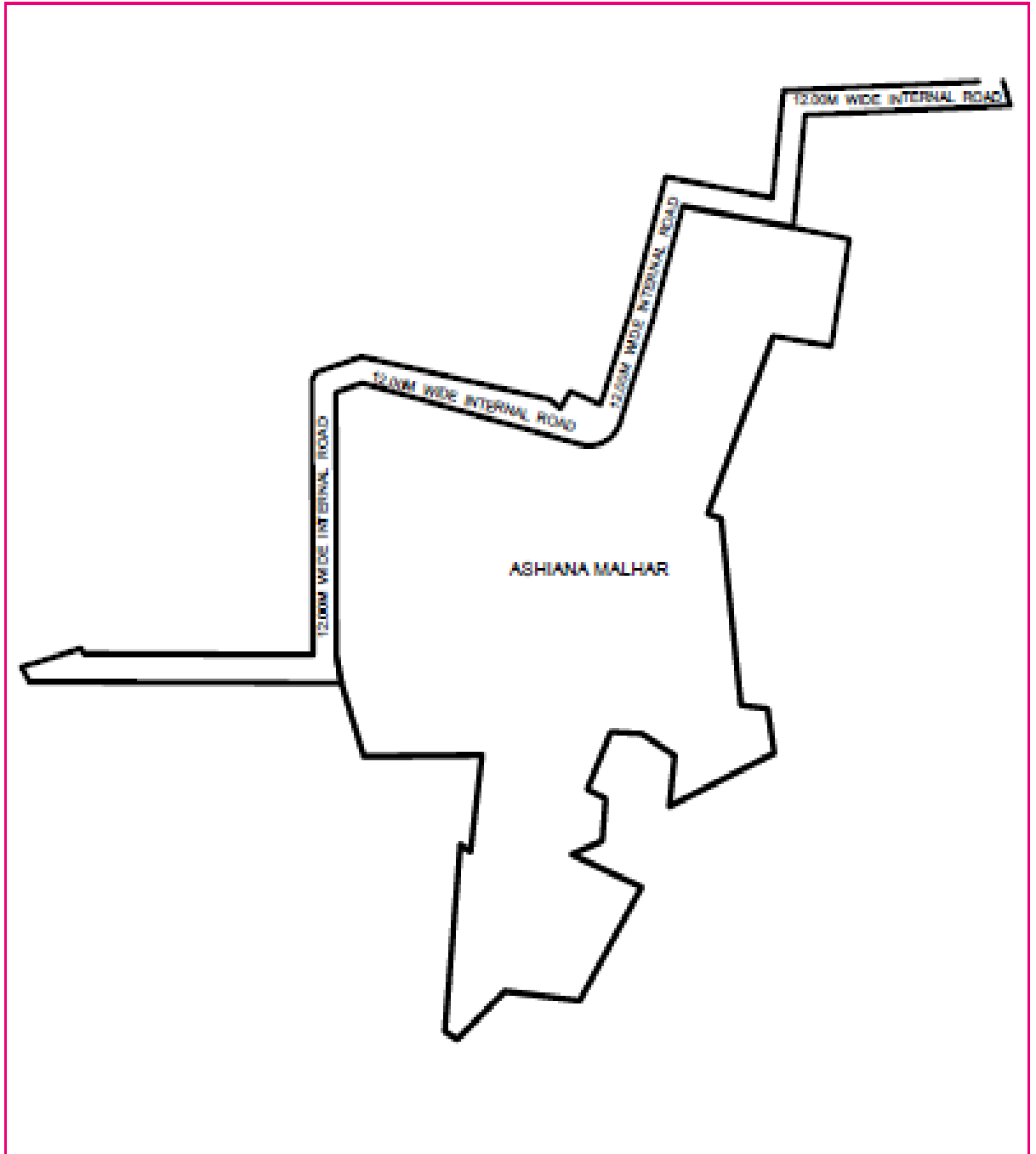
Signed and delivered by the within named Allottee(s) in the presence of witnesses on
.....

PART I OF SCHEDULE A

ENTIRE LAND

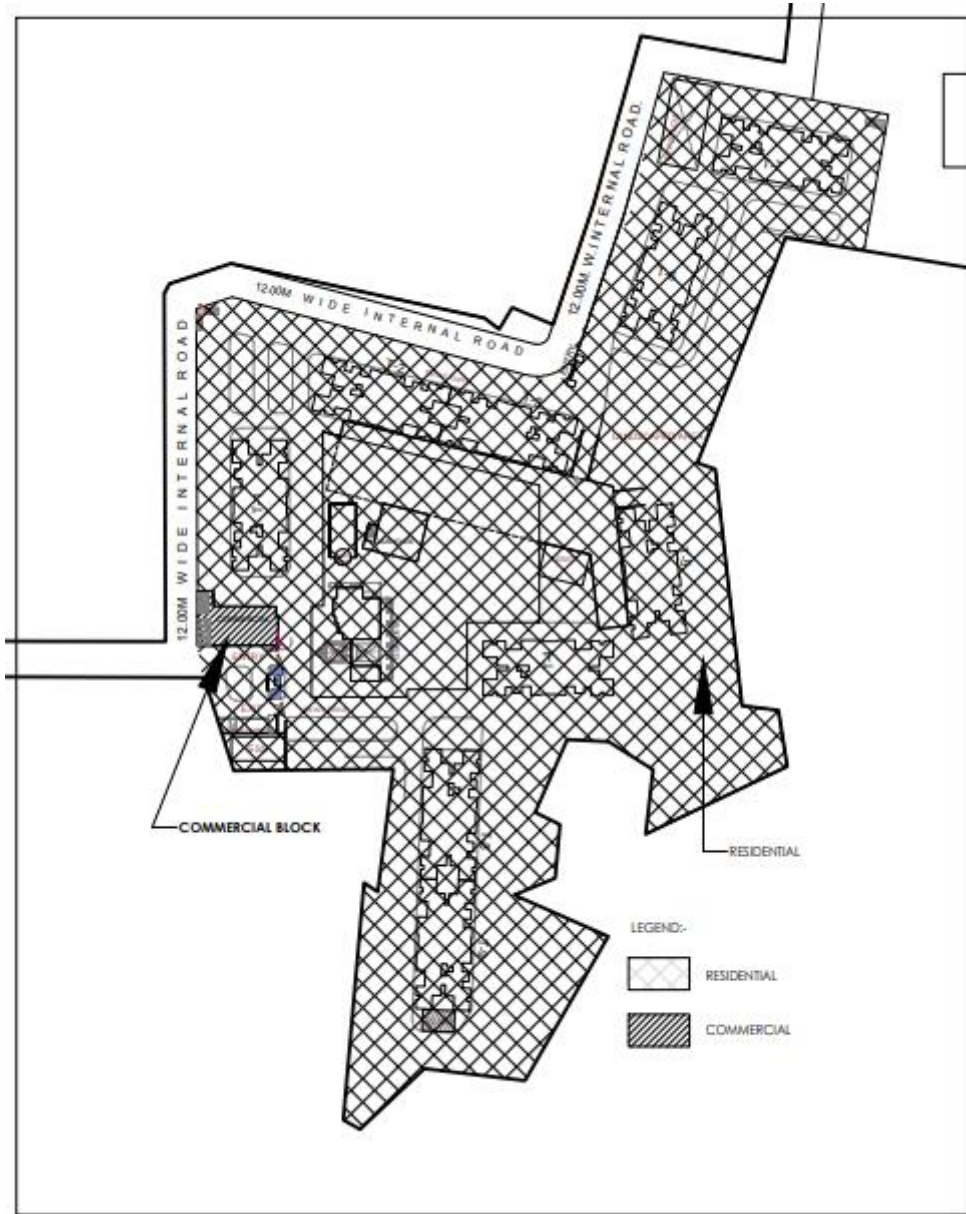


PART II OF SCHEDULE A
SCHEDULED LAND

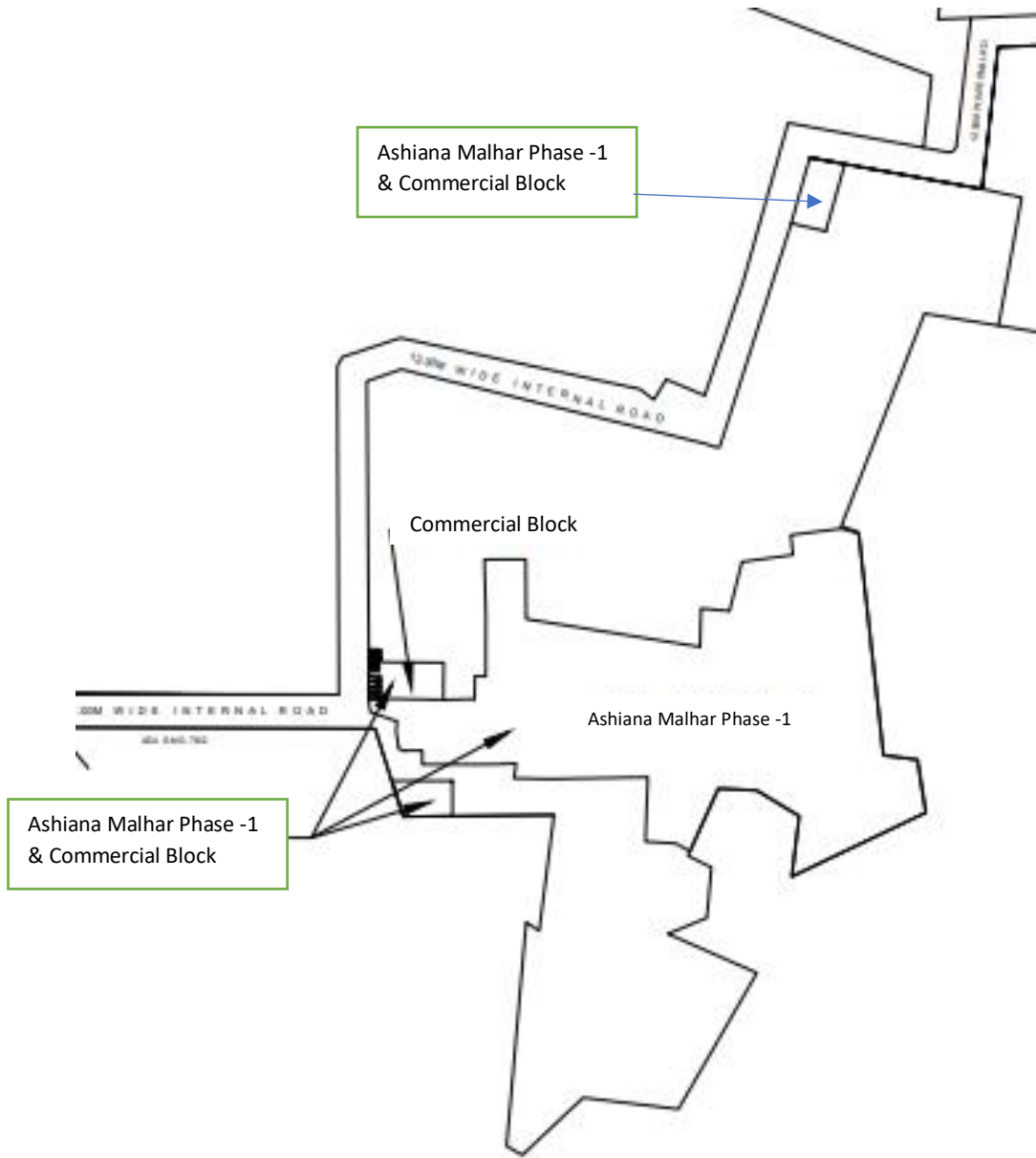


PART III OF SCHEDULE A

Demarcation of Scheduled Land into Residential Block and Commercial Block



PART IV OF SCHEDULE A- PROJECT LAND



SCHEDULE-B
(Description of the Unit)

- a. Unit No. _____
Floor: _____
- b. Type: _____
- c. Carpet Area: _____ sq. mtr. (_____ sq. ft.)

PART I OF SCHEDULE -C- TOTAL PRICE

(Total Price of the Unit)

The total price of the Unit is Rs. _____(Rs. _____only) is as follows:

i) Price of the Unit Rs. _____

ii Additional Charges (if any)-

Less Discount: Rs. _____

Total Price: Rs. _____

PART II OF SCHEDULE- C

(Payment Schedule)

Particulars	Amount in Rs.

Note- i) Amount reflected above is exclusive of GST, delay payment charges, stamp duty and registration charges

ii) The Promoter offers various payment plans and the Allottee has the option to choose the plan he wishes to opt as per his convenience.

PART I OF SCHEDULE D

COMMON AREAS AND FACILITIES OF THE WHOLE PROJECT

- (i) The Scheduled Land
- (ii) Sewer Treatment Plan and Sewer System
- (iii) Electric Sub Station
- 15 Storm Water Drainage System
- 16 Water tanks
- 17 Firefighting system including underground fire tank, fire pumps

Part-II OF SCHEDULE D

(DETAILS OF COMMON AREAS AND FACILITIES OF THE SAID PROJECT)

- (i) Project Land
- (ii) Sewer System
- (iii) Electric Sub Station & Electrical Supply
- (iv) Fire fighting system including underground fire tank, fire pumps
- (v) Storm Water Drainage System

PART III OF SCHEDULE D

(DETAILS OF LIMITED COMMON AREAS AND FACILITIES OF COMMERCIAL BLOCK TO BE DEVELOPED WITHIN THE LIMITS OF COMMERCIAL BLOCK)

1. Open parking on the west side of the Commercial Block and as shown in the drawing in Schedule A Part IV
2. Common toilet in the Commercial Block
3. Meter room in the Commercial Block
4. the staircases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of Commercial Block;

Note- The above refereed Limited Common Areas and Facilities for Commercial Block are to be developed with Commercial Block i.e Ashiana Malhar Plaza as shown in Part IV of Schedule A and are for exclusive use of the owners of Commercial Block.

PART IV OF SCHEDULE D

(DETAILS OF LIMITED COMMON AREAS AND FACILITIES OF RESIDENTIAL BLOCK DEVELOPED WITH SAID PROJECT AND WITHIN THE LIMITS OF ASHIANA MALHAR PHASE I)

- (i) Open vehicle parking
- (ii) Podium vehicle parking
- (iii) Stilt vehicle parking
- (iv) Guard Room and Change Room and Toilet
- (v) Part Podium
- (vi) Park
- (vii) Driveways, Roads and walkways
- (viii) Solar Panels
- (ix) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of Block 4 and 5 in Ashiana Malhar – Phase I

Note- The above refereed Limited Common Areas and Facilities for Residential Block are to be developed with limits of Ashiana Malhar Phase -I as shown in Part IV of Schedule A. The Promoter further represents that common areas and facilities to be developed with Residential Block 1,2,3,6,7,8 and 9 like park, club, green area, parking, stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of Block _1,2,3,6,7,8 and 9 shall form part of Limited Common Areas and Facilities for Residential Block and located within the limits of Residential Block as shown in Part III of Schedule A and shall be used exclusively by the residents of Residential Block.

SCHEDULE E- SPECIFICATIONS**Specifications Commercial Block**

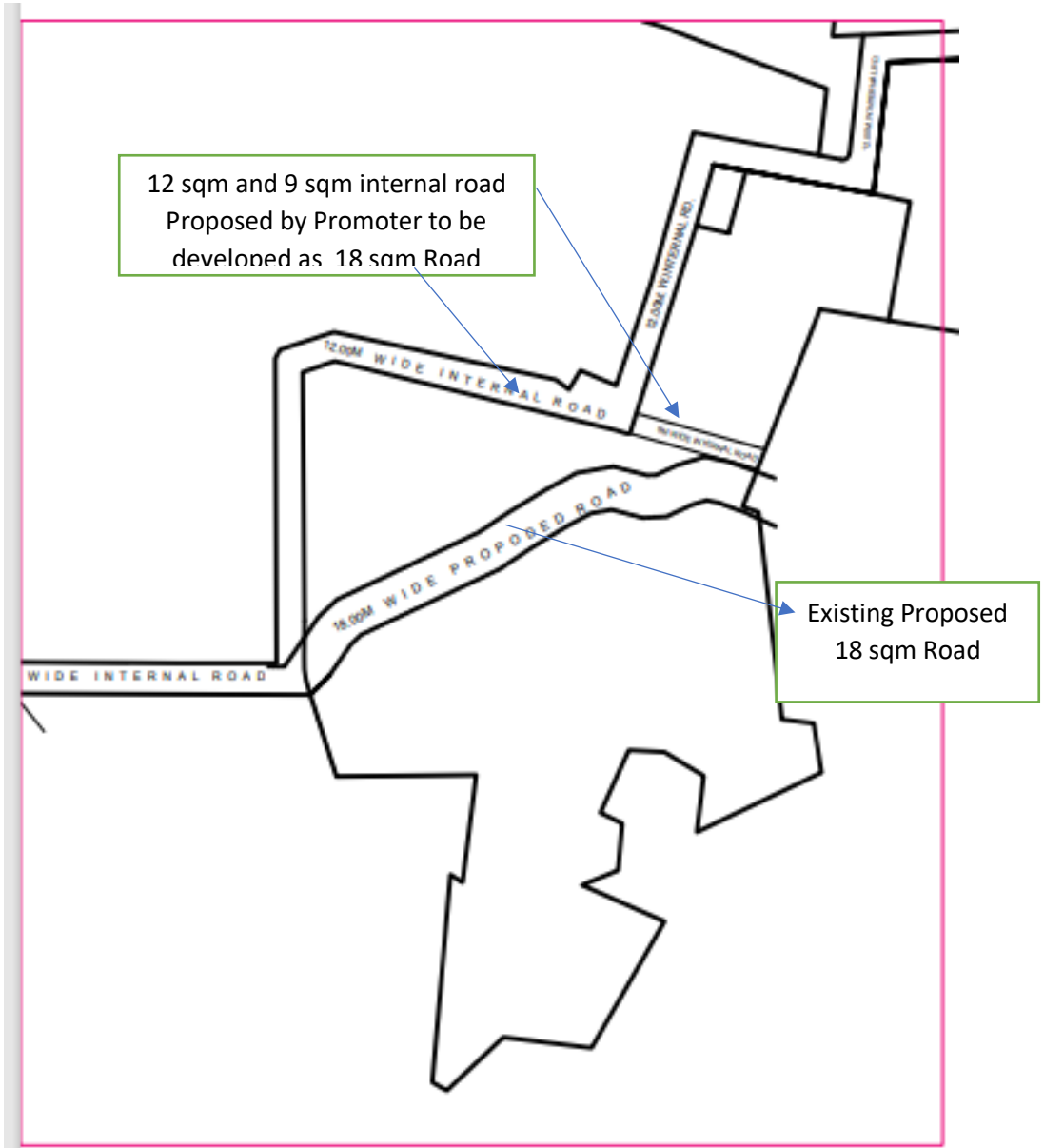
Commercial Block i.e Ashiana Malhar Plaza		
SI.No	Item	Material
	Finishes	
1	Shop Internal Flooring	Vitrified / Ceramic tiles
2	Corridor Flooring	Kota Stone/ Ceramic Tiles
3	Internal Wall Finish	Plaster + POP + OBD
4	External Wall finishes	External Grade Cement Paint finish
5	Public Toilets	Ceramic Tiles
6	Shop Internal Ceiling	OBD
7	Car Parking	Pavers/Concrete/Black Top
8	Others:	
9	Electrical Switches	PVC Modular/ Anchor/ equivalent
10	CP fittings	Prayag/Jal/ equivalent in common toilet only
11	Chinaware	Cera/ equivalent in common toilet only
	Provision in Each Shop (Yes/No)	
1	HVAC	Space for split AC outdoor unit
2	One Telephone Point (intercom)	YES by EPBAX
3	One Television Point (access to LV Shaft Only)	YES
4	One 5/15 Multi Point	YES
5	One Distribution Box	YES (2 BAY)
6	Space for Signage Board	YES
7	Generator Back Up	YES (750 W)
8	Rolling Shutter Provision	YES
9	Metering	Separate meter for each shop

SCHEDULE- F

Stage Wise Time Schedule of Completion of Commercial Block to be developed with Said Project

Sr. No.	Stage	Date by which the works are to be completed	Details of work to be completed
1.	Completion of Structure of the Building	June, 2022	Foundation, RCC Super Structure
2.	Completion of development works	May, 2023	Block 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
3.	Obtaining Occupation Certificate	July 2023	
4.	Grace Period of Six Months	January 2024	
5.	Finishing and Handover	January 2024	Hand Over

SCHEDULE - G



ANNEXURE- I- RESOLUTION

ANNEXURE- II- N/A Order

ANNEXURE-III- SITE LAYOUT

ANNEXURE- IV—BUILDING PLAN LETTER

ANNEXURE- V- TITLE REPORT

ANNEXURE- VI- 7/12

ANNEXURE- VII- RERA CERTIFICATE

ANNEXURE- VIII-FLOOR PLAN