

**ANNEXURE 'A'**

[See rule 8]

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE ("Agreement")** is executed at Sohna, Gurugram on this \_\_ day of \_\_\_\_\_ Two Thousand and Twenty-Two.

**BY AND BETWEEN**

**M/S ASHIANA HOUSING LIMITED**, (PAN AADCA9093P) a Company incorporated 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 M-104 , B1, Ashiana Anmol , Sec 33, Sohna, Gurgaon (CIN- U70109WB1986PLC040864, 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 "**Promoter**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrator(s), executor(s) & permitted assignee(s) including those of the respective partners] of the **ONEPART**.

**AND**

**M/S UNIVERSE HEIGHTS (INDIA) PRIVATE LTD**, formerly known as Universe Heights (India) Pvt. Ltd. (PAN AABCU4605K), a Company incorporated under the Companies Act, 1956, having its Registered Office at 5G/1, Everest, 46/C, Chowringhee road, Kolkata, West Bengal – 700071, acting through his Attorney, hereinafter referred to as "the **Land Owner**" which expression shall unless repugnant to the subject or context be deemed to include his/her, their/its heir, legal representative, executors, successors and assigns of the **SECOND PART**

**AND**

***[If the Allottee(s) is an Individual]***

Mr./Ms./Mrs. [•], Son/Daughter/Wife of Mr. [•], R/o [•] (Aadhar No. [•]) (PAN [•]) jointly with Mr./Ms./Mrs. [•], Son/Daughter/Wife of Mr. [•], R/o [•] (Aadhar No. [•]) (PAN [•]); 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 their legal successor(s), administrator(s), executor(s) & permitted assignees) of the **THIRD PART**.

**[OR]**

***[If the Allottee(s) is a Partnership]***

[•], a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at [•], (PAN No. [•]), represented by its authorized partner [•], (Aadhar No. [•]) authorized *vide* [•], (hereinafter referred to as the "**Allottee(s)**", which expression shall unless repugnant to the

context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/ her/ their assigns) of the **THIRD PART**.

[OR]

***[If the Allottee(s) is a Company]***

[•], (CIN No. [•]) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at [•], (PAN No. [•]), represented by its authorized signatory [•] (Aadhar No. [•]) duly authorized vide board resolution dated [•] (hereinafter referred to as the “**Allottee(s)**”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assigns) of the **THIRD PART**.

[OR]

***[If the Allottee(s) is a HUF]***

Mr. [•], (Aadhar No. [•]) son of [•] aged about [•] for self and as the Karta of the Hindu Joint Mitakshara Family known as [•] HUF, having its place of business / residence at [•], (PAN No. [•]) (hereinafter referred to as the “**Allottee(s)**”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

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

**INTERPRETATIONS/DEFINITIONS**

- I. In this Agreement, the following expressions unless repugnant to the context thereof shall have the meaning assigned thereto-
- a) “**ACT**” means Real Estate (Regulation & Development) Act, 2016.
  - b) “**APPLICABLE LAWS**” shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Haryana including Haryana Urban Development Act, Haryana Urban Development Rules, Haryana Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Haryana Real Estate (Regulation and Development) Rules, 2017 and any other law which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Haryana, 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 BIAS + Architecture 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) **“EARNEST AMOUNT”** shall mean 10% of the Total Price of the Unit.
- f) **“BUILDING”** shall mean the building No./Tower No. \_\_\_\_\_ in the Said Project where the Allottee(s) has been allotted his “Unit”.
- g) **“BUILDING PLANS”** shall mean the plans and designs of buildings constructed or to be constructed on the Project Land (as defined herein-below), which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Promoter and/or Architect(s) in accordance with Applicable Laws.
- h) **“ALLOTTEE(s)”** means and includes:
  - a) If the Allottee(s) is an individual then his/her legal successor(s), executor(s), administrator(s), legal representative(s), and permitted assignee(s);
  - b) If the Allottee(s) is a Hindu Undivided Family, then its karta and each of the member constituting HUF, their Heirs, executors, successors, administrators and permitted assignees;
  - c) In case the Allottee(s) is a Partnership Firm, then its partners for the time being, their respective legal successor(s), executor(s), administrator(s), legal representative(s) and permitted assignee(s) including those of the respective partners; and
  - d) In case the Allottee(s) is a limited company, then its legal successor(s), representative(s) and permitted assignee(s);
- 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) **“BUILT UP AREA”** means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area.
- k) **“ASHIANA ANMOL PHASE-I”** shall mean part of the Whole Project comprising of building block no. 1(A), 2(B), 3(B), 4(B) and 5(C) together with Common Area and Facilities reserved for Ashiana Anmol Phase-I, Phase -II and Phase III developed on one portion of the Scheduled Land admeasuring 15381.37 sqm all improvements and structures thereon and all easements, rights and appurtenances belonging thereto.
- l) **“ASHIANA ANMOL PHASE-II”** shall mean part of the Whole Project comprising of building block

no. 6,7 and 8) together with Common Area and Facilities reserved for Ashiana Anmol Phase-I, Phase -II and Phase III being developed on one portion of the Scheduled Land admeasuring 9750.00 sqm all improvements and structures thereon and all easements, rights and appurtenances belonging thereto.

- m) **“ASHIANA ANMOL PLAZA PHASE-I”** shall mean part of the Whole Project comprising of building block no. EWS units and shops together with Common Area and Facilities reserved for Ashiana Anmol Plaza Phase-I and Phase -II developed on one portion of the Ashiana Anmol Plaza Land admeasuring 1374 sqm all improvements and structures thereon and all easements, rights and appurtenances belonging thereto.
- n) **ASHIANA ANMOL, PHASE-III** shall mean part of the Said Project comprising of building block no. 9,10,11,12 and 13 together with Common Area and Facilities reserved for Ashiana Anmol Phase-I, II and III being developed on one portion of the Project Land admeasuring 14640.53 sqm all improvements and structures thereon and all easements, rights and appurtenances belonging thereto and as shown in the map in **Part III of Schedule A**.
- o) **ASHIANA ANMOL PLAZA PHASE II** shall mean part of the Said Project comprising of EWS units together with Common Area and Facilities reserved for EWS Block being developed on one portion of the Project Land admeasuring 1042sqm including all improvements and structures thereon and all easements, rights and appurtenances belonging thereto belonging thereto and as shown in the map in **Part III of Schedule A**.
- p) **“ASHIANA ANMOL PLAZA-II LAND”** shall mean part and parcel of Project Land admeasuring 1042 sqm on which Ashiana Anmol Plaza Phase II, being part of the Said Project, is being developed and as shown in map in **Part III of Schedule A**
- q) **“ASHIANA ANMOL PHASE III LAND”** shall mean part and parcel of Project Land admeasuring 14640.53 sqm on which Ashiana Anmol Phase III, being part of the Said Project, is being developed and as shown in map in **Part III of Schedule A**.
- r) **“COMMON AREAS AND FACILITIES OF THE WHOLE PROJECT”** shall mean such common areas, facilities, equipment and spaces in the Whole Project meant for common use of and enjoyment of all the occupants of the Whole Project (as defined herein-below) and more particularly detailed in **Part-I of the 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.
- s) **“COMMON AREAS AND FACILITIES OF THE WHOLE PROJECT TO BE DEVELOPED WITH THE SAID PROJECT”** shall mean such common areas, facilities, equipment’s and spaces forming part of the common areas and facilities of the Whole Project which are to be developed with the Said Project and more particularly detailed in the **Part- II of Schedule- D** attached hereto.
- t) **“COMMON AREAS AND FACILITIES RESERVED FOR USE OF ASHIANA ANMOL PHASE I, II AND III” BEING DEVELOPED WITH SAID PROJECT’** shall mean those common areas and facilities which are designated by the Promoter and reserved for use of apartments in Ashiana Anmol Phase I, II and III to the exclusion of the apartments in Ashiana Anmol Plaza Phase I and II and as defined in terms of Haryana Apartment Ownership Act, 1983 and as detailed in **Part III of Schedule -D**.

- u) **“COMMON AREAS AND FACILITIES RESERVED FOR USE OF ASHIANA ANMOL PLAZA, Phase-I and II BEING DEVELOPED WITH SAID PROJECT”** shall mean those common areas and facilities which are designated in writing and reserved by the Promoter for use of apartments under Ashiana Anmol Plaza Phase I and II to the exclusion of Ashiana Anmol Phase I, II and III to be developed with Ashiana Anmol Plaza -II as detailed in **Part IV of Schedule D**
- v) **“LIMITED COMMON AREAS AND FACILITIES”** shall mean such common areas and facilities which are designated in writing and reserved by the Promoter for use of apartment/ apartments to the exclusion of other apartments.
- w) **“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.
- x) **“DELAY PAYMENT CHARGES”** means the charges payable by the Allottee(s) to the Promoter for delay in payment of any due amount, installment, charges etc. at the rate of State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules made thereunder for the Interest Rate.
- y) **“PROJECT LAND”** shall mean land admeasuring 15682.53 sq.mt., forming part of Entire Land, on which the Said Project is being developed and more fully described in **Part-III of Schedule A.**
- z) **“OWNERS ASSOCIATION”** shall mean “Ashiana Anmol Owners’ Association”, an association formed by the owners of the units/Apartments in the Ashiana Anmol Phase I as per Clause (e) of Sub- Section (4) of Section 11 of the Act. There shall be a separate association for Ashiana Anmol Plaza.
- aa) **“PARA”** means Para of this Agreement.
- bb) **“REGULATION”** means regulations made under the Act;
- cc) **“RULES”** mean the Haryana Real Estate (Regulation and Development) Rules, 2017;
- dd) **“SCHEDULE”** means the Schedule attached to this Agreement;
- ee) **“SECTION”** means the section of the Act.
- ff) **“ENTIRE LAND”** shall mean land admeasuring 10.44 acres /42,187.895 sqm having Rect. nos. 26 Killa No. 9/2, 9/3, 12, 8/1, 7/2, 8/2, 13, 14/1, 14/2, 17/1, 7/1/2, 9/1, 10, 15, 16, 25, 28, Rect No. 25 Killa No. 7, 8, 6/1, Rect. No. 27 Killa No. 11/1, 20, 21 situated at revenue estate of Village-Dhulena, Sector 33, Tehsil-Sohna, Distt. Gurgaon, Haryana on which the Whole Project named Ashiana Anmol, comprising of different phases, is being developed and is demarcated and shown in **Part I of Schedule- A.**
- gg) **“SCHEDULED LAND”** shall mean land admeasuring 39771.895 Sqm. forming part of the Entire Land and after leaving area for Ashiana Anmol Plaza (EWS and shops) situated at revenue estate of Village-Dhulena, Sector 33, Tehsil- Sohna, Distt. Gurgaon, Haryana on which the Ashiana Anmol, Phase I,II and III is being developed and is demarcated and shown in Part II of Schedule-A.
- hh) **“ASHIANA ANMOL PLAZA LAND”** shall mean land admeasuring 2416 sqm forming part of the Entire Land and after leaving area for Ashiana Anmol,Phase I,II and III situated at revenue estate of

Village-Dhulena, Sector 33, Tehsil- Sohna, Distt. Gurgaon, Haryana on which the Whole Project named Ashiana Anmol, comprising of different phases, is being developed and is demarcated and shown in **Part II of Schedule-A**.

- ii) **“SAID PROJECT”** shall mean part of the Whole Project, being constructed and developed upon the Project Land and comprising of Ashiana Anmol Phase III comprising of group housing flats, Ashiana Anmol, Plaza Phase -II, Common Areas and Facilities of the Said Project, Common Areas and Facilities reserved for use of Ashiana Anmol, Phase I, II and III being developed with Said Project and Common Areas and Facilities reserved for use of Ashiana Anmol Plaza being developed with Said Project, and named as **“Ashiana Anmol Phase III and Ashiana Anmol Plaza Phase II”**.
- jj) **“WHOLE PROJECT”** shall mean the residential project comprising of flats, parking facility, club house, Ashiana Anmol Plaza comprising of EWS units and shops, Common Area and Facilities of the Whole Project, Common Areas and Facilities reserved for use of Ashiana Anmol Phase I, II and III and Common Areas and Facilities reserved for use of Ashiana Anmol Plaza constructed/to be constructed in different phases upon the Entire Land and named as “Ashiana Anmol”.
- kk) **“HE OR HIS”** shall also mean either she or her in case the Allottee is a female or it or its in case the Allottee is a partnership firm or a limited company.

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

**WHEREAS THE PROMOTER DECLARES THAT:**

- A. The Land Owner owns and possesses 13.337 acres land under Rect. nos. 26 Killa No. 9/2, 9/3, 12, 8/1, 7/2, 8/2, 13, 14/1, 14/2, 17/1, 7/1/2, 9/1, 10, 15, 16, 25, 28, Rect No. 25 Killa No. 7, 8, 6/1, Rect. No. 27 Killa No. 11/1, 20, 21 situated at revenue estate of Village- Dhulena, Sector 33, Tehsil-Sohna, Distt. Gurugram, Haryana registered in its name with the Sub-Registrar, Sohna, Distt. Gurgaon, Haryana in its name vide various sale deeds. Out of 13.337 acres land, 2.890 acres has been demarcated for the purpose of sector & service roads and green belt (**“Acquired Land”**).
- B. The Promoter and the Land-Owner entered into a Registered Development Agreement dated 24 July, 2014 whereby the Land Owner has bestowed the development rights of the Entire Land to the Promoter on the terms and conditions mentioned therein (The Development Agreement). The said Development Agreement has been duly registered with Sub Registrar, Sohna, Distt. - Gurugram, Haryana.
- C. The Entire Land is earmarked for the purpose of building a residential project, comprising of multistoried apartment, buildings, EWS housing, permissible commercials, Nursery School etc.
- D. 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 Whole Project is to be constructed have been completed.
- E. The Director, Town and Country Planning, Government of Haryana/District Town Planner, Gurgaon (hereinafter referred to as DTCP) has granted the license under the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 in favor of Land Owner to develop the Whole

Project.

- F. DTCP has granted the commencement certificate to develop the Project vide its approval under Memo No. ZP-994-II/JD(RD)/2021/5557 dated 05th March, 2021.
- G. In furtherance of the rights vested with the Promoter by virtue of the Development Agreements, the Promoter is constructing The Whole Project developed / to be developed on the Entire Land and shall be called as **“Ashiana Anmol”**. However, for convenience and ease of construction, sales and marketing, the Whole Project has been divided into various phases with the clear intent to integrate all phases into one including Common Areas and Facilities of the Whole Project as mentioned in Part I of Schedule D and Common Areas and Facilities reserved for Ashiana Anmol Phase-I, II and III as mentioned in Part II of Schedule D upon completion of the Whole Project to the exclusion of Ashiana Anmol Plaza. It is further clarified that Ashiana Anmol Plaza and Common Areas and Facilities reserved for Ashiana Anmol Plaza is also being developed in two (2) phases and shall be integrated into one upon completion of both the said phases.
- H. The Promoter is in the process of constructing and developing Said Project being one of the phases of the Whole Project upon the Project Land and the said phase shall be known as **Ashiana Anmol Phase III and Ashiana Anmol Plaza Phase II**.
- I. The Promoter has further represented that it has conceived, identified and planned various common areas, amenities and facilities which will form part of the Whole Project and are divided into 4 categories, namely:
- (i) Common Areas, and Facilities for the Whole Project as detailed in **Part I of Schedule D** which will be shared jointly by the allottees of Ashiana Anmol Phase I, II, III and EWS and Convenient Shopping Block;
  - (ii) Common Areas, and Facilities for the Whole Project as detailed in **Part II of Schedule D** which will be developed with Said Project and will be shared jointly by the allottees of Ashiana Anmol Phase I, II, III and EWS and Convenient Shopping Block;
  - (iii) Common Areas, Amenities and Facilities reserved for use of Ashiana Anmol Phase I, II and III as detailed in **Part III of Schedule D** which will be used and enjoyed by the residents of the Ashiana Anmol Phase I, II and III only; and
  - (iv) Common Areas, Amenities and Facilities reserved for Ashiana Anmol Plaza as listed in **Part IV of Schedule D** which will be used and enjoyed by the residents / users of the Ashiana Anmol Plaza only.
- J. It has been specifically explained by the Promoter and understood and agreed by the Allottee(s) that the allottees of the Whole Project shall have equal right in the Common Areas, Amenities and Facilities of the Whole Project as detailed in **Part I of Schedule D and Part II of Schedule D**. Accordingly, upon occupation of the Whole Project, Common Areas, Amenities and Facilities of the Whole Project as mentioned in **Part II of Schedule D** will be merged with all phases of Ashiana Anmol Phase I, II and III and Ashiana Anmol Plaza in the Whole Project and all the residents/occupants of the Ashiana Anmol and Ashiana Anmol Plaza in the Whole Project shall be free to use and exploit the Common Areas, Amenities and Facilities of the Whole Project as mentioned in **Part I of Schedule D** in common.
- K. The Promoter further represents and the Allottee(s) is aware that the Common Areas and Facilities for Ashiana Anmol Phase I, II and III and as detailed in **Part III of Schedule D** are reserved for the allottees/occupants/residents of Ashiana Anmol Phase I, II and III only to the complete exclusion of the allottees/occupants/residents of Ashiana Anmol Plaza and the Common Areas and Facilities

Reserved for Ashiana Anmol Plaza as detailed in **Part IV of Schedule D** are reserved for allottees/occupants/residents of Ashiana Anmol Plaza to the complete exclusion of the allottees/occupants/residents of Ashiana Anmol Phase I,II and III. The Common Areas and facilities listed in **Part III of Schedule D** and any other common areas and facilities to be built with Ashiana Anmol Phase I, II and III or built by the Promoter otherwise, shall form part of Common Areas and Facilities reserved for Ashiana Anmol Phase I, II and III.

- L. The Promoter planned and is in the process of constructing and developing Said Project upon the Project Land after getting necessary permissions/approvals from concerned competent authorities. The location details of the Said Project being developed upon Project Land is fully described in **Part II of Schedule A**.
- M. The Promoter agrees and undertakes that it shall not make any changes to Approved Plan of the Said Project except in compliance with Section 14 of the Act.
- N. The Promoter has obtained the final layout plan, sanctioned plan, specifications, and approvals for the Project and also for the apartment from DTCP. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- O. The Said Project has been registered with the Real Estate Regulatory Authority ("**Authority**") on dated 27.06.2022 and the Said Project's Registration Certificate No. is 54 of 2022.
- P. 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 Project Land on which the Said Project is to be constructed.
- Q. The Allottee(s) applied for an Apartment in Ashiana Anmol Phase III of the Whole Project and had paid/the application amount as mentioned in **Part I of Schedule C**, the receipt whereof is duly accepted by the Promoter. Consequently, *vide* an allotment letter, the Allottee has been allotted the Unit as more particularly described in **Schedule B** along with exclusive right to use open/ covered parking (if applicable), as permissible under the Applicable Law (hereinafter referred to as the "**Unit**" and the floor plan of the Unit is annexed hereto and marked as **ScheduleB-1**) and *pro rata* share in the Common Areas and Facilities of the Whole Project and Common Areas and Facilities reserved for Ashiana Anmol Phase-I,II,III (except Common Areas and Facilities for Ashiana Anmol Plaza) in the Said Project
- R. 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 Unit in the Ashiana Anmol Phase III of the Said Project and deposited the application amount and agrees to make timely and complete payments of the remaining Total Price as well as other dues under this Agreement as per terms and conditions of this Agreement as per the Payment Plan mentioned in **Part II of Schedule C**. It is clarified that there are different kinds of apartments conceptualized in the Ashiana Anmol Phase III of Said 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 Ashiana Anmol Phase -III of Said Project.
- S. On demand from the Allottee(s), the Promoter has given inspection to the Allottee(s) of all the



documents of title relating to the Project Land / Scheduled Land / Entire Land and the plans (including the Building Plans), designs and Specifications prepared by the Promoter's Architect and of such other documents as are specified under the Act and the Rules and Regulations made thereunder. The Allottee(s) directly, or through their lawyer, have reviewed these documents and have fully satisfied themselves as to the title of the Promoter as well as the layout, design and specifications of the Said Project.

- T.** 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 Unit and after reading and having understood the mutual rights and obligations detailed herein along with all Schedules and Annexures, the Allottee(s) is/ are entering into this Agreement for purchase of the said Unit. The Parties hereby confirm that they are signing this Agreement with full knowledge of all Applicable Laws, applicable to the Said Project/Whole Project.
- U.** 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 Applicable Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- V.** 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:**

**TERMS:**

- 1.1** Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Unit more specifically given in the **Schedule "B"** hereunder.
- 1.2** The Total Price of the Unit is more particularly described in **Part I of Schedule C hereunder.**
- 1.3** The Total Price above includes the booking amount paid by the Allottee(s) to the Promoter towards the Unit as mentioned in **Part I of Schedule C.** All other charges, which are specifically mentioned in this Agreement and does not form part of the Total Price, shall be paid by the Allottee(s) in addition to Total Price as per this Agreement.
- 1.4** Total Price will be inclusive of 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. Details of the Total Price as above payable by the Allottee(s) to the Promoter has been particularly described in **Part I of Schedule C.**

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

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

- 1.5 The Promoter represents that External Development Charges (EDC) and Infrastructural Development Charges (IDC) for the external services provided by the Haryana Government in relation to Ashiana Anmol Phase III and Ashiana Anmol Plaza-II and Common Areas, Amenities and Facilities of the Whole Project forms part of the Total Price. Promoter further represents that if in future, there is any increase in the External Development Charges and/or Infrastructural Development Charges or the Haryana Government levies additional charges toward EDC and IDC or such similar charges in relation to Ashiana Anmol Phase III and Ashiana Anmol Plaza-II and Common Areas and Facilities of the Whole Project, the same shall be payable by the Allottee(s) to the Promoter on demand on proportionate basis.
- 1.6 The Total Price of Unit includes proportionate price of land, construction of, not only the Unit but also, the common areas, EDC/IDC, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Said Project.
- 1.7 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges/taxes/levies or introduction of new charges/levies/taxes which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Said Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

- 1.8 The Allottee(s) shall make the payment as per the payment plan set out in **Part II of Schedule C** ("Payment Plan"). The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in **Part I of Schedule C** to be paid in the manner provided in **Part II of Schedule C** hereunder and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of change/modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective
- 1.9 The Allottee(s) shall be liable for all costs, charges and expenses [subject to maximum of Rs. 20000/- (Rupees Twenty Thousand only) in connection with the costs of the preparing, executing and registering of this Agreement or related agreements, conveyance or conveyances, sub lease deed, sale deed and any other document or documents required to be executed by the Promoter for preparation and approval of such documents.
- 1.10 The Allottee shall also be liable to pay, maintenance deposit, upfront maintenance charges, documentation charges, charges towards water infrastructure fund, stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Sale Deed, Sub- Lease

Deed etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s).

The Allottee(s) has to deduct the applicable tax deduction at source (TDS) at the time of making of actual payment as per section 194IA of the Income Tax Act, 1961. Any failure to deduct or deposit TDS would attract interest and penalty as per provisions of Income Tax Act, 1961. The Allottee(s) shall submit the original TDS certificate in the prescribed timelines mentioned in the Income Tax Act, 1961. If the Allottee(s) fails to submit the TDS certificate to the Promoter on the TDS deducted within the stipulated timelines as per Income Tax Act, the Allottee(s) shall be liable to pay penalty as per provisions of Income Tax Act, 1961 and the Allottee(s) shall keep the Promoter indemnified in this regard. Notwithstanding anything stated in this Clause, default in payment of TDS or providing certificate of deposit of TDS would deem to mean a default in the payment of installment of the Total Price under this Agreement and the consequences thereof, as mentioned herein shall follow

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

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

- 1.12** The Promoter shall confirm to the final Carpet Area that has been allotted to the Allottee(s) after the construction of the Building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area in total, then the Promoter shall refund the excess money paid by Allottee(s) within 90 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 in total, which is not more than five percent of the Carpet Area of the Unit, allotted to the Allottee(s), the Promoter may demand that from the Allottee(s) along with the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments whether refund or payment shall be made on the basis of Carpet Area. Further Carpet Area shall be measured from brick to brick.

- 1.13** Subject to **Clause 9.3**, the Promoter agrees and acknowledges, the Allottee(s) shall have the right to the Unit as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Unit.
- (ii) The Allottee(s) shall also have undivided proportionate share in the common areas of the Whole Project. Since the share/ interest of Allottee(s) in the common areas of the Whole Project is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other

occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the Common Areas and Facilities of the Whole Project to the Owner's Association or its nominees or the maintenance agency after duly obtaining the Occupancy Certificate from the competent authority as provided in the Act.

- (iii) That the computation of the price of the Unit includes recovery of price of land, construction of, not only the Unit but also, the common areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges for three months from the expiry of the month 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, mishappening etc. caused to/with Allottee(s) and his/her accompanying persons while using the Site. Further, the Promoter strictly prohibits the visit of children at construction site.

**1.14** The Allottee understands that the project comprises of open and covered parking spaces spread across the Whole Project. For day-to-day comfort of all residents the Promoter has earmarked parking space for the exclusive use of each unit. Parking spaces for the residents of Ashiana Anmol Phase I ,II and III are earmarked within Ashiana Phase I,II and III to the exclusion of Ashiana Anmol Plaza. Similarly, Promoter has as well earmarked parking spaces in the Ashiana Anmol Plaza for the residents in EWS and Convenient Shopping Block to the exclusion of Ashiana Anmol Phase-I,II and III.

**1.15** For day-to-day comfort of all the residents of Ashiana Anmol Phase I, II and III the Promoter has earmarked parking space for the exclusive use of each unit in Ashiana Anmol Phase I,II and III without charging any consideration thereof. Further, the Allottee(s) understand and agree that every allottee(s) of Ashiana Anmol Phase I, II and III will be entitled to 1 (one) parking duly earmarked and some units maybe earmarked with more than 1 (one) parking the parkings so earmarked and the unallotted vehicle parking space in Ashiana Anmol Block I, II and III shall form part of the Common Areas, Amenities and Facilities of the Apartment.

**1.16** The Allottee(s) understands that in order to maintain the administration of the Project, the Promoter has earmarked the parking spaces and the Allottee(s) undertakes to park his vehicle strictly in the parking space earmarked to him and not anywhere else in the Whole Project. The Parking Space earmarked to the Allottee(s) shall be meant exclusively for parking of specific number of vehicles and under no circumstances the Allottee(s) will be allowed to park vehicles more than the parking space earmarked for him or anywhere else in the Whole Project. Further the Allottee(s) agrees that the Promoter or the Owners Association reserves the right to restrict the entry of additional vehicles owned by the Allottee(s) within the Whole Project, in case the Allottee(s) has been allotted one parking space only. The Promoter has informed the Allottee(s) and the Allottee(s) has agreed that the parking spaces are distributed in the Whole Project and shall be developed in phased wise manner. It may happen that in a Project there may not be sufficient parking spaces as compared to the number of Units developed in a particular Phase. In such a condition, the Promoter shall make temporary

arrangements for parking the vehicles till the time permanent parking spaces are earmarked in subsequent phases. Further, the Allottee(s) of subsequent phases may also be earmarked parking space in the Said Project by the Promoter and the Allottee(s) shall not have any objection to this.

- 1.17** It is made clear by the Promoter and the Allottee agrees that the Unit along with the garage/covered parking, if allotted shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Scheduled Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Whole Project.
- 1.18** The Allottee(s) agrees and understands that except the Unit as described in **Schedule-B** attached hereto, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Said Project/Whole Project. Such un- allotted saleable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with applicable laws. Convenient shops, shops, dining hall, 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.
- 1.19** The Promoter has already received an advance/ booking amount from the Allottee(s) as mentioned in **Part II of Schedule C** and the Allottee(s) agrees and undertakes to pay the balance amount strictly in accordance with the payment plan given in **Part II Schedule - C** attached hereto.
- 1.20** Provided that if the Allottee(s) delays in payment towards any amount which is payable as per this Agreement, he shall be liable to pay Delay Payment Charges. The Allottee is aware that the taxes including GST shall be payable in addition to the Delay Payment Charges for delay in payment of any due amount under this Agreement.
- 1.21** The Promoter shall be exclusively entitled to install its signage, hoarding, any other kind of branding for its any past, present and future project at any suitable place in the Project and the Allottee and the Owner's Association shall not have or shall not obstruct on exploitation of this right by the Promoter.
- 1.22** Lawn Area, parking, storages or any other area exclusively earmarked for a particular Apartment (s) by the Promoter shall form part of Limited Common Areas and Facilities for use and enjoyment of owner/occupant of that Apartment to the exclusion of other Allottees.
- 1.23** 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.
- 1.24** The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the Unit to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues. If the Promoter fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) before transferring the Unit to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the Unit, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

- 1.25** The Promoter further represents and the Allottee(s) is aware that the Whole Project is being developed in phases and the Promoter will have the right to access to the Said Project / Whole Project till the completion of all the phases for construction and sale/lease of the Apartments and the other saleable/leasable areas in future phases.

Provided that after transferring the possession of the Common Area and Facilities of the Whole Project and the Common Area, and Facilities reserved for Ashiana Anmol Phase I,II and III to the Owners Association, 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 or hindrance from the Owners Association and sale proceeds thereof shall belong only to the Promoter and such Allottee(s) shall be included as members of the Owners Association.

- 1.26** The bifurcation and demarcation of the common areas and facilities in the Whole Project has been done by the Promoter however if in future the court of law pass any order against such bifurcation and demarcation of common areas, amenities and facilities of the Whole Project and considers such bifurcation and demarcation, illegal, the Allottee(s) will have to abide by the order of such court of law.

- 1.27** While renewing the License and sanctioning the Building Plans, DTCP has laid down certain terms, conditions, stipulations, and restrictions which are to be observed and performed by the Promoter while developing the Whole Project on Scheduled Land and upon due observance and performance of which only the occupation or occupancy certificate in respect of the said Building / Said Project shall be granted by the concerned local authority.

- 1.28** Under the affordable housing policy of the Haryana Government, the Promoter is required to earmark a portion of the Entire Land for the construction of units / dwelling units for economically weaker section of the society, schools, shops and the Allottee has no objection to the same. The Allottee further agrees that it shall have no right, title or interest on the land earmarked for the EWS units, schools, shops. He shall have no right or claim to any commercial units or interfere in the manner of booking, allotment and finalization of sale of such units.

## **2 MODE OF PAYMENT:**

- 2.1** Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan given in **Part II of Schedule- C** hereunder through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of Ashiana Anmol Ph-3 UO AHL Master Coll Ac (A/c no. 50200062727343) payable at Gurugram.

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

- 3.1** The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('**FEMA**'), Reserve Bank of India Act, 1934 ('**RBI Act**') and the Rules and Regulation made 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.

- 3.2** The Promoter accepts no responsibility in regard to matters specified in **Clause 3.1** above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee(s) and such third party shall not have any right in the application/allotment of the Unit in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee(s) only.

#### **4 ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:**

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

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

- 5.1** The Promoter shall abide by the time schedule for completing the Said Project as disclosed at the time of registration of the Said Project with the Authority i.e. the completion date of the project is **31<sup>st</sup> December 2028** occupation certificate to be obtained and possession will be handed over to allottees on **31<sup>st</sup> December 2027** and towards handing over the Unit to the Allottee(s) and the Common Areas and Common Facilities of the Said Project to the Owner's Association.

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

- 6.1** The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the Unit and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Said Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act and the procedure agreed under **clause 1.11** hereinabove, and breach of this term by the Promoter shall constitute a material breach of this Agreement.
- 6.2** It is clarified and the Allottee(s) agrees that the appropriate Government Authority has an obligation and responsibility to provide the external linkages for services and amenities beyond the boundaries of the Whole Project (including, in relation to roads, water lines, sewage, storm water drains and electricity) and in the event the Government Authority body fails to provide the external linkages for such services and amenities, including road, water lines, sewage, storm water disposal and electricity by the time of offers possession of the Unit to the Allottee(s), the Promoter shall make arrangements (to the extent possible) to provide such external linkages for appropriate road connectivity, water

supply through tankers or otherwise, and electricity supply through DG sets, the charges for which shall be payable by the Allottee(s) to be calculated on the basis of actual cost including applicable taxes plus a reasonable mark-up.

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

**7.1 Schedule for possession of the Unit** – The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee(s) and the Common Areas and Facilities of the Said Project to the Owners Association, is the essence of the Agreement. The Promoter assures to handover possession of the Unit along with ready and complete Common Areas and Facilities of the Said Project with all specifications, amenities and facilities of the Said Project in place on or before **31<sup>st</sup> December 2027** including a grace period of ten months, unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the Said Project ("**Force Majeure**"). If, however, the completion of Said Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit and the Promoter shall not be liable to pay any penalty/interest/compensation during such Force Majeure condition, provided that such Force Majeure conditions are not of a nature which makes it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Said Project due to Force Majeure conditions, which shall be assessed by the Promoter, the Promoter shall inform the Allottee(s) about such impossibility along with notice of termination of one month and upon termination of this allotment, the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee(s) within forty-five days from the date on which termination became effective. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

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

**7.2 Procedure for taking possession-** The Promoter, upon obtaining the Occupancy 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 20 days of the date of offer of possession given to the Allottee(s) by the Promoter, the Allottee(s) shall make payment of all dues, outstanding, interest, if any, maintenance security etc. to the Promoter and within 50 days from clearance of entire dues, outstanding charges, if any, the Allottee(s) shall take physical possession of the Unit and simultaneously get conveyance of his Unit done from the Promoter by getting the conveyance deed/sale deed/sub lease deed registered before the Sub Registrar. After the expiry of 3 (Three) full calendar months from the date of issue of Occupancy Certificate i.e. **Deemed Date of Possession**, 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 the copy of Occupancy Certificate of the Apartment to the Allottee(s) at the time of conveyance of the same. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on the 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, Haryana 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 Occupancy Certificate and handing over physical possession of the Unit to the Allottee(s), it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Owners Association within thirty days after obtaining the Occupancy Certificate.

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the Said Project without any fault of the Promoter, before the completion of the Project, the Promoter shall be entitled to forfeit the Earnest Amount, taxes, duties, cess, brokerage paid, if any. 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. However, the aforesaid amount shall be refunded by the Promoter only upon execution and registration of the cancellation deed by the Allottee.

**Cancellation by Allottee(s) after Occupancy Certificate-** Where the Allottee(s) proposes to cancel/withdraw from the Said Project without any fault of the Promoter, after receipt of Occupancy 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. 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.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the day specified in **Clause 7.1** above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Said Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, with interest calculated at Interest Rate including compensation in the manner as provided under the Act within ninety (90) days of it becoming due:

Provided that if the Allottee(s) does not intent to withdraw from the Said Project, the Promoter shall

pay the Allottee(s) interest computed at Interest Rate for every month of delay, till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee(s) within ninety (90) days of it be coming due.

- 7.4** The Allottee(s) shall be liable to pay from the date of Deemed Date of Possession 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) in proportion to the Carpet Area of Unit. If the Promoter has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter within 15 days from the date of notice in this regard from the Promoter failing which the Promoter shall be entitled to charge delay payment charges for the period commencing on the date on which the Promoter paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter.

## **8 REPRESENTATIONS AND WARRANTIES OF THEPROMOTER**

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

- (i) The Promoter has absolute, clear and marketable title with respect to the Scheduled Land/Project Land and the requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the Project Land for the Said Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Said Project.
- (iii) **Except those mentioned in this Agreement**, there are no encumbrances upon the Project Land or the Said Project.
- (iv) The Promoter has represented that one appeals in one civil suit is pending before the ADJ, Court, Distt. Gurgaon in respect of land bearing no. Rect 25, Killa No. 6/1 (7-18) of the Scheduled Land.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Said Project, Project Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain in compliance with all applicable laws in relation to the Said Project, Unit and Common Areas and Facilities of Whole Project/Common Areas and Facilities of the Said Project.
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected.
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement or arrangement with any person or party with respect to the Project Land, including the Said Project and the Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Unit to the Allottee(s) in the manner contemplated in this Agreement.
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the Common Areas and Facilities of the Said Project to the Owners Association.
- (x) The Project Land is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Project Land.
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates,

charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Said Project to the Competent Authorities till Occupancy Certificate has been issued and possession of the Unit along with Common Area (equipped with all specifications, amenities and facilities) has been handed over to the Allottee(s) and Owners Association.

- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the property) has been received by or served upon the Promoter in respect of the Project Land and/or the Said Project.

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

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

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

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

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/development milestones and only thereafter the Allottee(s) be required to make the next payment without any 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 within ninety days of receiving the termination notice:  
Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest calculated at Interest Rate for the period of delay till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee(s) within ninety (90) days of it becoming due.

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

- (i) failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan, despite having been issued notice in that regard;

- (ii) delay/default by Allottee(s) under Clause 9.3 (i) above continues for a period beyond 2 consecutive months after demand notice from the Promoter in this regard;
- (iii) after the issuance of Offer Letter as per Clause 7.2 failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due including Delay Payment Charges, if applicable, under this Agreement within the period mentioned in the Offer Letter;
- (iv) after the issuance of Offer Letter as per Clause 7.2 the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Promoter under this Agreement, in execution and registration of conveyance deed of the Unit and/or taking possession of Unit within the period mentioned in Offer Letter;
- (v) breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
- (vi) violation of any of the Applicable Laws on the part of the Allottee(s).

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

- (i) Upon occurrence of event of default mentioned in Clause 9.3(i) the Allottee(s) shall be liable to pay Delay Payment Charges on the overdue amounts for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;
- (ii) Upon occurrence of event of default mentioned in Clause 9.3(ii) the Promoter may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;
- (iii) Upon occurrence of event of default mentioned in Clause 9.3(iii), (iv), (v) and (vi) the Promoter shall have the option to terminate this Agreement as mentioned in **Clause 9.4 (ii)**; Further in case of event of default under **Clause 9.3(iii)**, till the time Promoter exercise the option to terminate this Agreement it shall be entitled to (a) recover Delay Payment Charges as per **Clause 9.4 (i)** and (b) recover maintenance charges from the Deemed Date of Possession; (c) recover holding/ safeguarding charges @ 0.1\_% per month on the Total Price of the Unit; (d) taxes mentioned in **Clause 7.4**; (e); withhold registration of the conveyance deed of the Unit in favour of the Allottee(s); and to refuse possession of Unit to the Allottee(s) till payment of amounts mentioned **Clause 9.3(iii)** and Allottee(s) hereby authorizes the Promoter for the same. The rights and remedies of the Promoter under this Clause shall be in addition to other rights and remedies available to the Promoter under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without Delay Payment Charges shall not be deemed to be a waiver by the Promoter of its right of charging such Delay Payment Charges or of the other rights mentioned in this Agreement.

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

- (i) The Earnest Amount;

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

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

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

**10.1** That one of the factors for the allottee(s) to buy unit in its Project is that the Promoter is known for appropriate standards of maintenance and management services in relation to its project through its associate Ashiana Maintenance Services, LLP ("Maintenance Agency"). Maintenance Agency has very rich and vast experience and expertise in the management and maintenance of large size high rise residential projects having all modern equipment, amenities and facilities such as club house, swimming pool, gym, STP, water treatment plant, power back up system, reticulated pipe gas network, video door phone, CCTV surveillance system or other modern security system, lifts, horticulture etc. The Allottee(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, Maintenance Agency organizes various sports, cultural and festive activities from time to time for the benefit and enjoyment of the residents which ultimately provides a good lifestyle to the residents. The Allottee(s) understands that other allottees have also booked/bought units in its projects because of the above characteristics of Maintenance Agency Accordingly, the Maintenance Agency is appointed to carry out the maintenance of the Said Project/Whole Project at competitive prices until its appointment is recalled and another maintenance agency is appointed after notice period of six months by the Owners Association through a majority resolution.

**10.2** The Promoter shall convey the Common Areas and Common Facilities of the Whole Project to the Owners Association in accordance with the Applicable Laws.

**10.3** In terms of the provisions of the Act, process will be initiated to form Owner's Association of the Owners of the Units at the appropriate time by the name of "Ashiana Anmol Owners' Association", under Haryana **Societies Registration Act** for the Whole Project. Ashiana Anmol Owners' Association will have a set of bye laws (hereafter referred to as "**Bye- Laws**") which shall govern the Owners Association and the members of the Owners Association i.e. the unit owners in the Whole Project. All the owners of units/apartments in the Whole Project shall become members of the Ashiana Anmol Owners' Association by payment of membership fees and shall abide by the Bye-Laws of the Ashiana Anmol Owners' Association. The Allottee(s) shall become member of the Ashiana Anmol Owners' Association by signing necessary forms/documents for the Unit and hereby undertakes to comply with the Bye-Laws in letter and spirit. The Allottee is aware that there will be a separate association for Ashiana Anmol Plaza which shall govern the management of Ashiana Anmol Plaza. It shall be independent of Ashiana Anmol Owners' Association.

**10.4** The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Facilities for Phase

I, II and III and Common Areas and Facilities of the Said Project or Common Areas and Facilities of the Whole Project shall be subject to timely payment of total maintenance charges and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified under this Agreement as well as by the Owners Association from time to time.

**10.5** 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 Bye-Laws.

## **11. DEFECT LIABILITY:**

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

## **12. INDEMNIFICATION**

**12.1** The Allottee(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter ,from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non- observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Agreement and/or (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoter and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in Clause 30 and/or (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement as per **Clause 29.1** and/or (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).

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

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

**13. RIGHT TO ENTER THE UNIT FOR REPAIRS:**

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

**14. USAGE:**

**14.1 Use of Basement(s) and service areas:** - The basement and 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 etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Owners Association for rendering maintenance services.

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

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

Association would be free to restrict and regulate the entry of visitors into the Building/ Said Project/Whole Project.

- (ix) The Allottee(s) shall not use the Unit for any purpose other than as set out under this Agreement nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Said Project/Whole Project or for any illegal or immoral purpose.
- (x) Allottee(s) shall not throw dirt, rubbish, rags, garbage etc. or permit the same to be thrown from the Unit in the compound or any portion of the Scheduled Land and the Building in which the Unit is situated.
- (xi) Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Unit and the Building/Said Project/Whole Project in which the Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the said Building/Said Project/Whole Project and/or the Unit.
- (xii) Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. 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.
- (xiii) The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Owners Association and/or maintenance agency appointed by the Owners Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (xiv) 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.

## **16. COMPLIANCES OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

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

**16.2** Owner's Association shall be liable and responsible for applying or obtaining renewal of Fire NOC, Consent to Operate, **Renewal/ replacement of transformer and/or other** statutory renewals which are required to be obtained for the Said Project/Whole Project in future after conveyance of common areas in favour of Owner's Association. The Allottee and Allottees of other units and/or Owners Association without any reference to the Promoter shall be entitled to approach the requisite authority for any such approvals/renewals. Failure to get statutory approvals or renewal within the prescribed time and/or consequences resulting due to non-renewal of the statutory approvals shall not cast any liability on the Promoter.

## **17. ADDITIONAL CONSTRUCTIONS AND SHARING OF SERVICES:**

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

**17.2** The Promoter has represented that Ashiana Anmol Plaza and Ashiana Anmol Phase I,II and III shall be separate and independent of each other having separate ingress and egress. The Allottee(s) is aware that allottees of Ashiana Anmol Plaza shall have exclusive right on the Common Areas and Facilities reserved for Ashiana Anmol Plaza without any interference of the residents of Ashiana Anmol Phase I, II and III and similarly allottees of Ashiana Anmol Phase I,II and III shall have exclusive right on



the Common Areas and Facilities reserved for Ashiana Anmol Phase I,II and III. The Promoter represents that Common Areas and Facilities of the Whole Project shall be common for both Ashiana Anmol Phase I,II and III and Ashiana Anmol Plaza.

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

**18.1** After the Promoter executes this Agreement, he shall not mortgage or create a charge on the unit or the building or the Said Project and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, Such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such unit.

**19. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):**

**19.1** The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Haryana Apartment Ownership Act. The Promoter showing compliance of various laws/regulations as applicable in the Haryana Apartment Ownership Act.

**20. BINDING EFFECT:**

**20.1** Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar, Sohna 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, etc.

**21. ENTIRE AGREEMENT:**

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

**22. RIGHT TO AMEND:**

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

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

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

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

**24.1** The Promoter may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement, expressly waive the breach by the Allottee (s) in not making payments as per the payment plan mentioned in **Part II of Schedule C** of this Agreement including 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.

**24.2** 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.

**25. SEVERABILITY:**

**25.1** 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.

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

**26.1** 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, as the case may be. However, maintenance charges for the Unit shall be calculated on the basis of super area. Super Area for the Unit is \_\_\_\_\_ sqm.

**27. FURTHER ASSURANCES:**

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

**28. PLACE OF EXECUTION:**

**28.1** 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 of this Agreement, the same shall be registered at the office of the Sub-Registrar at-Sohna.

**29. NOTICES:**

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

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.

**30 JOINT ALLOTTEE:**

**30.1** 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).

**31 SAVINGS:**

**31.1** 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 there under.

**32 GOVERNING LAW:**

**32.1** 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.

**33 DISPUTES:**

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 case of non-compliance of any obligation cast upon the Promoter or the Allottee(s), as the case may be, under the Act or rules and regulations made thereunder or this Agreement, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act.

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

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

.....

Passport size photograph (First- Allottee)	Passport size photograph  (Second- Allottee)	Passport size photograph (Third- Allottee)
Signature (Name) (First-Allottee)	Signature (Name) (Second- Allottee)	Signature (Name) (Third-Allottee)

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

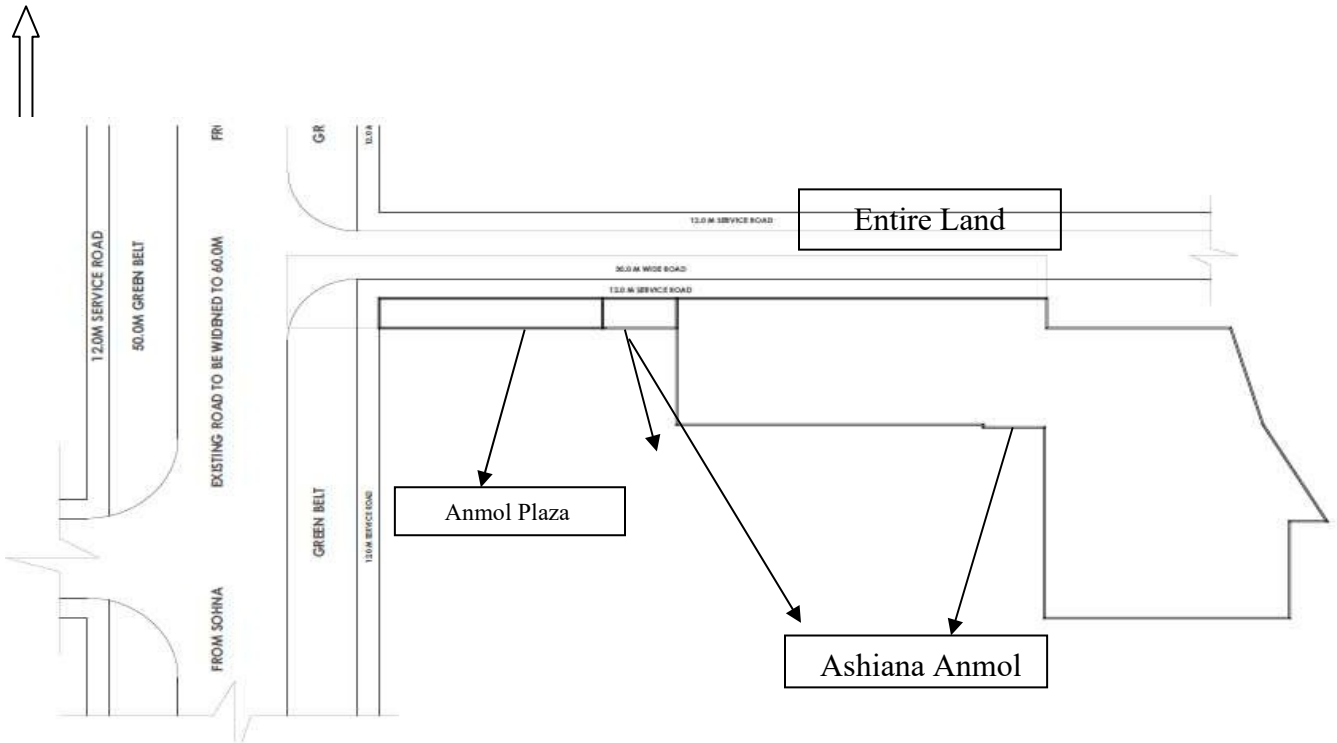
..... **on** .....

<u>PROMOTER</u> For and on behalf of M/s Ashiana Housing Ltd.
Name
Signature
Designation
<u>LAND OWNER</u> For and on behalf of M/s
<u>Name</u>
<u>Signature</u>
<u>Designation</u>
<u>WITNESSES</u>
1- Signature
Name
Address
2- Signature
Name
Address

**Part-I OF SCHEDULE-A**  
(Description of Entire Land)

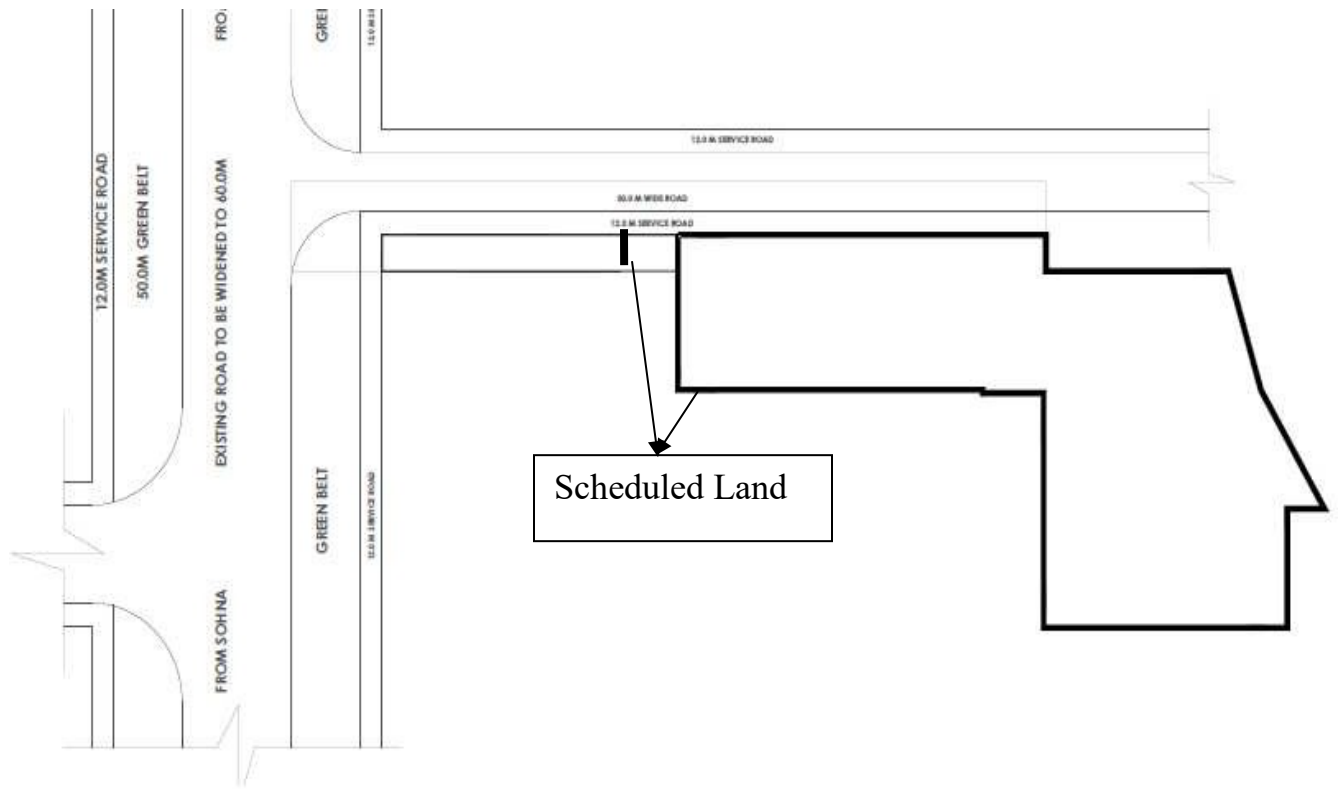
Name of Revenue village and Tehsil	Rect. No. / Killa No.	Area (in meters)
Revenue Estate of Village- Dhulena, Sector 33, Tehsil- Sohna, Distt. Gurgaon, Haryana	Rect. nos. 26 Killa No. 9/2, 9/3, 12, 8/1, 7/2, 8/2, 13, 14/1, 14/2, 17/1, 7/1/2, 9/1, 10, 15, 16, 25, 28, Rect No. 25 Killa No. 7, 8, 6/1, Rect. No. 27 Killa No. 11/1, 20, 21	42,187.89 sqm

2. The piece and parcel of the plot of land in site is bounded on the: - In North...Other Land  
In South...Other Land In East... Revenue Road  
In West...60 mtrs. Highway N



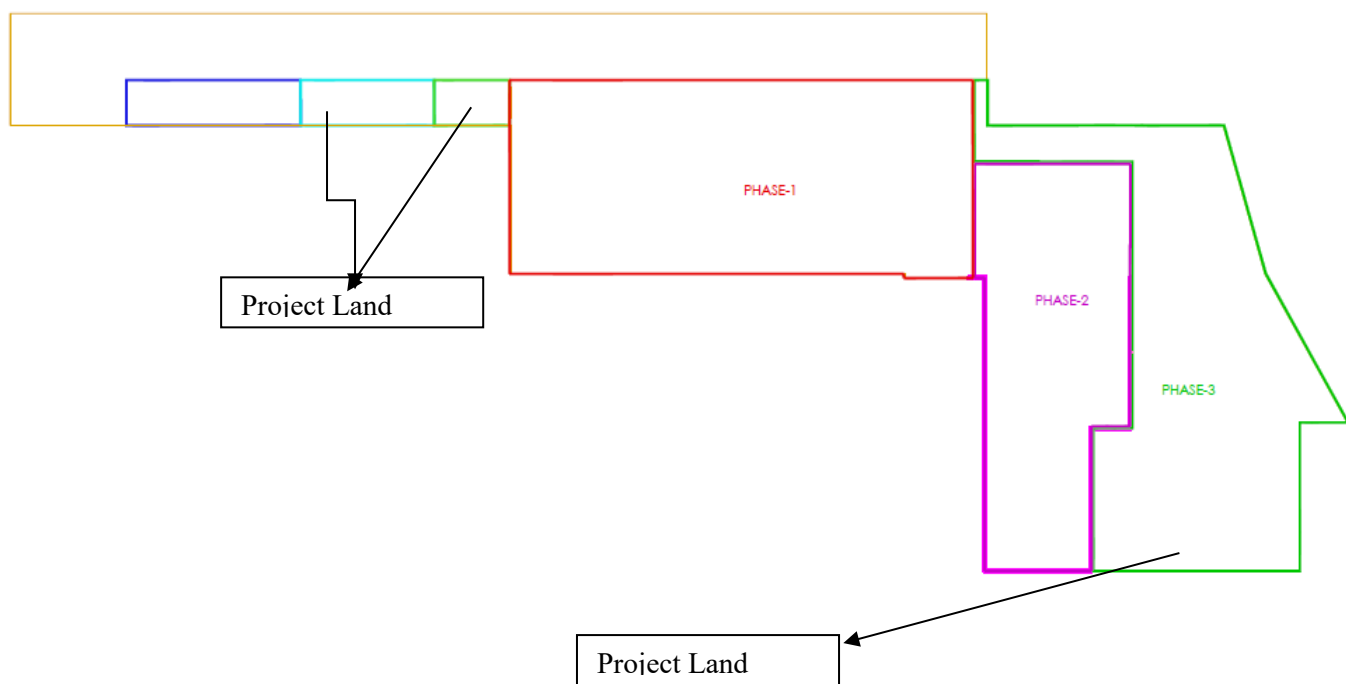
**Part-II OF SCHEDULE-A**  
(Description of Scheduled Land)

The area of the Scheduled Land on which the Ashiana Anmol Phase I, II and III is being developed is 39771.895 sq. mtr. And area of Ashiana Anmol Plaza Land is 39,771.895 sqm.



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

The area of the Project Land on which the Said Project is being developed is 15682.525 sq. mt.



**SCHEDULE-B**

**(Description of the Unit)**

- a. Unit No. \_\_\_\_
- b. Floor:\_\_\_\_\_
- c. Type:\_\_\_\_\_
- d. Carpet Area:sq. mtr. (\_\_\_\_\_sq. ft.).
- e. Exclusive Balcony
  - i. Balcony one: \_\_sq.mtr. (\_\_\_\_\_sq.ft.)
  - ii. Balcony two: \_\_sq.mtr. (\_\_\_\_\_sq.ft.)



**SCHEDULE B-1**  
**Floor Plan 2 BHK**

**3 BHK (Small)**

**3 BHK (Large)**

**3BHK + Staff**

**PART I OF SCHEDULE- C**

(Total Price of the Unit)

The total price of the Unit is Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) which is inclusive of taxes, EDC/IDC and as detailed below:

- a. Price of the Unit Rs. \_\_\_\_\_
- b. EDC/IDC Rs. \_\_\_\_\_
- c. Taxes- Rs. \_\_\_\_\_

Less Discount: Rs. \_\_\_\_\_

Total Price of Unit: Rs. \_\_\_\_\_

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

i) In case of Construction Linked Plan-1

<b>Installment</b>	<b>Particulars</b>	<b>Percentage</b>
1 <sup>st</sup>	At the time of Booking along and allotment letter	<10%
2 <sup>nd</sup>	On Signing of Agreement for Sale i.e. on commencement of construction	<10%
3 <sup>rd</sup>	On completion of sub- structure	7.5
4 <sup>th</sup>	On completion of super- structure	22.5
5 <sup>th</sup>	On completion of MEP	10
6 <sup>th</sup>	On completion of finishing	20
7 <sup>th</sup>	On completion of Internal development works	12.5
8 <sup>th</sup>	On Possession	7.5

## **PART-I OF SCHEDULE- D**

### **(Details of Common Areas and Facilities of the Whole Project)**

1. Sewer Treatment Plan and Sewer System
2. Electric Sub Station
3. Storm Water Drainage System
4. Water tanks
5. Firefighting system including underground fire tank, fire pumps

## **Part-II OF SCHEDULE D**

### **(Details of Common Areas and Facilities of the Whole Project being developed with Said Project)**

- 1.Sewer Treatment Plan and Sewer System
1. Electric Sub Station & Electrical Supply
2. Firefighting system including underground fire tank, fire pumps.
3. Storm Water Drainage System

## **Part III of Schedule D**

### **(Details of Common Areas and Facilities Reserved for use of Ashiana Anmol, Phase-I,II & III to be developed with Said Project)**

- (i) Ashiana Anmol Phase III Land
- (ii) 108 no. of open car parking
- (iii) 265 no. of basement parking
- (iv) Sport Facilities
- iii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of of Block 9,10,11,12 and 13 in Ashiana Anmol Phase-III ;

**Note-** The above refereed Common Areas and Facilities for Ashiana Anmol, Phase-I,II and III are to be developed with Said Project. The Promoter further represents that common areas and facilities developed with Ashiana Anmol Phase I and II like park, green area, parking, stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of Block 1,2,3,4,5,6,7,8,9,10,11,12 and 13 shall form part of Common Areas and Facilities reserved for use for Ashiana Anmol Phase-I,II and III and shall be used exclusively by the residents of Ashiana Anmol, Phase-I,II and III.

#### **Part IV of Schedule D**

##### **(Details of Common Areas and Facilities Reserved for use of Ashiana Anmol Plaza to be developed with Said Project)**

1. Ashiana Anmol Plaza-II Land
2. 29 open parking
3. Common toilets
4. Meter room
5. Street Light
6. the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of EWS Block;

**Note-** The above refereed Common Areas and Facilities for Ashiana Anmol Plaza are to be developed with Said Project. The Promoter further represents that common areas and facilities developed with Ashiana Anmol Plaza Phase I like parking, stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of EWS/LIG Block shall form part of Common Areas and Facilities reserved for use of Ashiana Anmol Plaza, Phase-I,II and III and shall be used exclusively by the residents of Ashiana Anmol, Plaza

## **SCHEDULE-E**

### **Specifications**

#### **1. Foundation**

Reinforced cement concrete, isolated & combined footings/ strip foundation/ raft or load bearing rubble/ masonry or cast-in-situ bore piles and pile caps as per applicable Bureau of Indian Standards (BIS) codes. (refer note 14-j)

#### **2. Superstructure**

Reinforced cement concrete frame structure or load bearing masonry structure in accordance with applicable earthquake zone and Bureau of Indian Standards (BIS) codes (refer note 14-j).

#### **3. Walls**

a) Internal: Brick wall of Clay Bricks/Fly ash Bricks/AAC Blocks/Solid concrete block/Hollow concrete block

b) External: Same as above

#### **4. Finishes - Wall**

##### i) Units

a) Master and all other bathrooms: Ceramic tiles up to 2.0 to 2.1 M height from floor level and above the tiles - sand-cement plaster and a coat of POP with coating of emulsion paint

b) Kitchen: Ceramic tiles 0.60 meter from countertop and above the tiles - sand-cement plaster and a coat of POP with coating of emulsion paint.

##### ii) Common Areas — Internal Wall

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

##### iii) Common Areas — External Wall

All external walls including roof terrace, open terrace, balcony: Cement sand plaster with spray texture/coating and/or emulsion paint finish.

#### **5. Finishes -Floor**

##### i) Units

a) Living/Dining, entrance foyer, corridor leading to bedrooms: Vitrified Tiles (600X600) or (800X800)

b) Bedrooms and study room: Vitrified Tiles (600X600) or (800X800)

c) Master and all other bathrooms: Ceramic Tiles (300X300 or other sizes up to 600X600) and/or combination

d) Balcony: Ceramic Tiles (300X300 or other sizes up to 450X450 and/or combination) suitable quality glazed/matt finish

e) Open Terrace: Kota stone/other local stone/ceramic tiles of appropriate quality/stone mosaic floor

f) Internal staircase: Ceramic tiles (300X300 or other sizes up to 450X450 and/or combination) or marble/local stone or combination of tiles and stone

g) Kitchen: Vitrified Tiles (600X600) or (800X800)

ii) Common Areas - Internal Floor

- a) Lift lobby in basement, stilt/ground floor and upper floors: Ceramic tiles (300X300 or other sizes up to 450X450 and/or combination) or Kota stone/other local stone of appropriate size or combination of ceramic tiles
- b) Staircases and Staircase landing: Ceramic tiles of appropriate quality or semi polished kota stone or any other local stone or combination of tiles and mentioned stone
- c) Stilt area: Ceramic tiles of appropriate quality or semi polished kota stone or any other local stone or combination of tiles and mentioned stone
- d) Basement: Homogeneous cement floor of appropriate specification

**6. Ceiling**

i) Units

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

- 1) Plastered with either- a) sand-cement mortar and a coat of plaster of Paris or b) gypsum
- 2) Pleasing shade emulsion paint (Plastic/Acrylic as per Architect's recommendation) finish of appropriate quality.

ii) Common Area

a) Lift Lobbies: same as 6(i)

b) Staircase, Common lobby, Corridor, Stilt area: 1) Plastered with either- a) sand-cement mortar and a coat of plaster of Paris or b) gypsum

2) Pleasing shade cement paint /distemper/emulsion of appropriate quality (as per Architects recommendation)

c) Basement car parks and ramp: Cement concrete surface finished with grey cement wash after appropriate chiseling/grinding/smoothing or exposed concrete finish

**Notes:**

Tiles are generally laid with spacers of suitable width as decided by Architect and joints are filled with cementitious grout.

Skirting of 75 to 100 mm wherever applicable

No skirting underneath kitchen platform

No tiles in cupboard area

No tiling work on top surface of loft

Marble/black granite /same floor tiles in window cill inside the room. Outside the unit, window cill will be sand-cement plastered and painted.

**7. Windows**

a) Bedrooms, drawing/dining and kitchen: 2 to 3 track aluminium/UPVC framed window, with 2 to

3 sliding panels depending upon size with clear float glass and provision for fly mesh shutter.

b) All bathrooms/powder room: Top hung/louvered with frosted glass. No flymesh shutter is being provided.

c) 2 numbers well supported MS horizontal bar across the window opening at suitable height shall be provided as safety feature. Full grill covering is not being provided

## **8. Door**

a) All door frames are folded steel sections

b) Main entrance: Laminated flush door or flush door with beading or moulded skin door shutter. Provision to fix mesh door (mesh door is not provided)

c) Bedrooms, Study room, master and all other toilets: Flush door or moulded skin doors.

d) Kitchen: No door is provided

Note:

All doors and door frames are enamel painted.

Fixture detail: Mortise Lock with handle, Door stopper in main door of standard make.

Mortise lock with handle, Door stopper & tower bolt in all bedrooms door.

Mortise lock with handle in all bathroom and powder room.

## **9. Bathrooms and kitchen**

Sanitary wares and fixtures

a) All toilets except powder room

1 wash basin fitted under/over marble/granite counter or 1 recessed wash basin factory

moulded with same vitrified counter ledge and a PTMT framed 450X550 mirror

1 floor mounted EWC with 6 litre capacity dual flush type vitrified cistern with seat and seat cover.

A glass curtain as per design of the Architect (500mm to 700mm) as a partition to segregate shower area from rest of the area shall be provided in master bathroom only.

A single lever half/quarter turn CP basin mixer in wash basin, a single lever wall mixer with

over head shower and a spout in shower area.

1 CP angle valve along with chrome plated PVC semi rigid/flexible health faucet of standard make.

2 CP angle valve of standard make for in and out of hot water geyser

2 angle valves for water connection to wash basin and 1 angle valve for water connection

to flushing cistern and 1 bottle trap of standard make PTMT material

1 towel rod, a PTMT framed 3 to 5 mm thick mirror of min size 450mmX550 mm

1 towel rack instead of towel rod shall be provided in master toilet only



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

1 floor mounted EWC with 6 litre capacity dual flush type PVC cistern with white/off white PVC/UPVC seat and seat cover

1 wash basin and a PTMT framed 400X500 mirror

1 bib tap in wash basin for cold water only of standard make

1 bib tap for cold water and 1 bib tap for hot water of standard make are provided in bathing area

1 angle valve for water connection to wash basin and 1 angle valve for water connection to

flushing cistern and

1 bottle trap of standard make PTMT material.

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

1 wash basin with 1 pillar cock for cold water

1 floor mounted EWC with 6 litre capacity dual flush type vitrified cistern with seat and seat cover.

1 CP angle valve along with chrome plated PVC semi rigid/flexible health faucet of standard make.

1 angle valve for water connection to wash basin and 1 angle valve for water connection to

flushing cistern and

1 bottle trap of standard make PTMT material.

**d) Kitchen**

1 stainless steel sink with one bowl of 160-200 mm depth and a drain board.

1 swival type sink mixer

2 CP angle valve for in and out of hot water geyser.

1 CP angle valve for water purifier unit/RO

No tap is provided below sink.

Piped LPG gas with LPG meter will be provided

Wooden kitchen cabinet

Kitchen chimney

**Notes**

Brand/make of bath fixtures

All Bath Rooms except staff room toilet

Sanitary wares: Hindware/Roca/Kohler/American Standard RAK/Vitra or equivalent

Bath Fittings: A. basin mixer, wall mixer and shower of Jaquar/Roca/American Standard/

Grohe or equivalent. B. Other angle valve either of CP or PTMT of Standard make like Jal/Continental/Prayag or equivalent.

Staff room toilet

Sanitary wares: Cera/Neysar/Parryware or equivalent

Bath fittings: A. CP basin mixer and bib tap like JAL/Continental or equivalent, B. Other angle valve either of CP or PTMT of standard make Jal/Continental/Prayag or equivalent.

Kitchen

Water supply fittings: A. sink mixer of Jaquar/Roca/American Standard/Grohe or equivalent.

B. Other angle valve either of CP or PTMT of Standard make like Jal/Continental/Prayag or equivalent.

## **10. Electrical Installation and Fittings**

a) All electrical wiring in concealed conduits with copper wires. Convenient position &

distribution of light and power plugs and provision for electrical chimney above platform

and water purifier point in kitchen.

b) Modular electrical switches with sockets and fan regulators of SSK/Anchor/North West/Legrand or equivalent

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

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

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

a) Surface Driveway. Stone and/or pavers and/or tarmac and/or concrete to external driveway at designated areas.

b) Basement car parks and ramp to basement car park: Reinforced concrete slab

## **13. Additional items**

Security: Boom Barrier for vehicular barrier, Closed Circuit Television System (CCTV) to project entrance, block Entrance and Club house.

Balcony and staircase railing: Balcony and staircase Metal/wall railing height is 1050 to 1100 mm.

Power back up: Diesel Generator sets of appropriate capacity to provide full back-up into common areas upto 6 KW in 2 BHK and 8 KW in 3 BHK units.

Washing machine: Provision is made in suitable location

## **14. Notes/Disclaimers**

- a) Wall: No tiles behind/below kitchen cabinets, Wall surface above the false ceiling may be left in its original bare condition.
- b) Marble, Limestone and granite: Marble: Limestone and granite are natural stone materials containing veins with tonality differences. There will be color and markings caused by their complex mineral composition and incorporated impurities. While such materials can be pre-selected before installation, this non-uniformity in the marble, limestone or granite as well as non-uniformity between pieces cannot be totally avoided. Granite is pre-polished before laying and care has been taken for their installation. However, granite, being a much harder material than marble cannot be re-polished after installation. Hence some differences may be felt at joints. The tonality and pattern of marble, limestone or granite selected and installed shall be subject to availability.
- c) External Paints: External plastered surface of the buildings are painted of suitable quality as decided by the Architects. Paints are manufactured product from chemicals and specific grade of minerals/natural stone product. After application this paint is exposed to weather conditions. Ultraviolet ray and weather conditions will affect life and sheen of the product and also would cause damage to the expected/designed protective properties of paints. Therefore, periodic maintenance including redoing of paints would be inevitable.
- d) Materials, Fittings, Equipment, Finishes, Installation and Appliances: The brand, colour and model of all materials, fittings, equipment, finishes, installation and appliances supplied shall be provided subject to architect's selection, market availability and the sole discretion of the vendor.
- e) Air Conditioning System: Provision for fixing of window/split air conditioner in drawing dining area & bedrooms are being provided. For Split A/C assigned spaces are earmarked on the elevation of the building for ease of access and to create uniformity for aesthetic purpose.
- f) Timber: Timber is a natural material containing grain/vein and tonal differences. Thus it is not possible to achieve total consistency of color and grain in its selection and installation. Timber has inherent property to react along with atmospheric changes, which results bending, twisting and cracking if not maintained well consistently.
- g) Internet Access & Cable Television: If the Purchaser requires internet access & Cable Television, the Purchaser will have to make direct arrangements with the Service Provider /or such relevant entities/authorities for services to the Unit and to make all necessary payment.
- h) Glass: Glass, plain/clear/frosted, is widely used in residential developments and may break/ shatter due to accidental knocks or other causes. In addition, glass is manufactured material and the Purchaser may wish to note that it may not be 100% free from

impurities.

These impurities are not avoidable with quality checks and balances.

- i) Tiles: Tiles are manufactured from special kind of clay and other materials. Baking on very high temperature is an integral stage of manufacturing process and therefore, shades and flatness of each lot varies a little bit. Hence, Selected tile sizes and tile surface flatness cannot be perfect. Different quality assurance organizations like ISO 10545-2/ Singapore standard SS483:2000 had mentioned acceptable ranges. We, at Ashiana, have been taking utmost care while receiving materials and while installing them to minimise these issues but they can never be avoided completely due to inherent properties of the material and therefore excellence in flatness, sizes and minor chips on edges cannot be guaranteed. To minimize such issue tiles are laid with spacers.
- j) Design Experts: Professionally qualified practicing consultants in the field are deployed to design different functions in compliance to applicable norms and guidelines. These functions are a) Architecture b) Structure c) Plumbing d) Landscape e) Fire Fighting and e) Power & Electrical. Design parameters set by such experts and applicability of their drawings and decisions are treated as final.
- k) As per structural design principles, structures are allowed to deflect in different allowable loading/atmospheric/ground settlement/seismic parameters. Since masonry and RCC members behaves differently in such situations, therefore hair cracks in different components of the building are inevitable. These cracks are more visible in plastered surface of the masonry work. While conventionally recognized precautionary measures will be undertaken diligently but complete dis-appearance of such cracks cannot be ascertained.
- l) Brick work, plaster and application of putty/POP over plastered surface are manual activities. As of date, no machines are found successful to execute these activities without extensive human involvement. Hence, despite all quality process in the job, undulation, out in plumb to certain extent cannot be avoided completely.
- m) While every reasonable care has been taken in preparing the brochure and in constructing the models and show flats, the Developer and the Marketing Agents cannot be held responsible for any inaccuracies or omissions. Visual representations, models, show flat displays and illustrations, photographs, art renderings and other graphic representations and references are intended to portray only artist's impressions of the development and cannot be regarded as representations of the fact. Floor areas are approximate measurements and are Subject to final survey.
- n) All information, specifications, renderings, visual representations and plans are correct at the time of publication and are subject to changes as may be required by us and/or the competent authorities and shall not form part of any offer or contract nor constitute any warranty by us and shall not be regarded as statements or representation of fact. All facts are subject to amendments as directed and/or approved by the building authorities. All areas are approximate measurements only

and subject to final survey. The Agreement to sell shall form the entire agreement between us as the Developer and the Purchaser and shall supersede all statements, representations or promises made Prior to the signing of the Agreement to sell and shall in no way be modified by my statements, representations or promises made by us or the Marketing Agents.

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

**Annexure- II**  
**Copy of Authorization**