

DRAFT CUSTOMER A G R E E M E N T

(For Reference Purposes Only)

AGREEMENT

THESE ARTICLES OF AGREEMENT executed at New Delhi on this _____ day of _____, 2014.

BETWEEN

M/s. ASHIANA HOUSING LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at 5F, Everest, 46/C, Chowringhee Road, Kolkata-700071 and Head Office at Unit No. 4 & 5, 3rd Floor, Plot No. D-2, Southern Park, Saket District Centre, Saket, New Delhi - 110 017; hereinafter referred to as **the BUILDER** of the **ONE PART**.

AND

_____, S/o _____, jointly with _____, W/o _____, both residents of _____; hereinafter referred to as the **BUYER(S)** on the **OTHER PART**.

(**BUILDER** and **BUYER(S)**, hereinafter collectively referred to as Parties and individually as Party.)

DEFINITIONS:

In this agreement unless it is contrary or repugnant to the context shall mean and includes:

- 1.1 **"ARCHITECT"** shall mean M/s. Sen & Lall Consultants Pvt. Ltd., Patna and/or such other person or persons and/or firm or firms and/or company or companies whom the Builder may appoint from time to time as the architect for the said Complex.
- 1.2 **"BUILDER"** shall mean the Builder above-named and its promoters and also its executors, successors and/or successors-in-interest, permitted assigns, representatives and nominee or nominees.
- 1.3 **"BUYER"** shall mean and include:
 - (a) If the Buyer be an individual then his/her heirs, executors, administrators, legal representatives, successors and permitted assigns;
 - (b) If the Buyer be a Hindu Undivided Family, then its karta and member(s) for the time being, their survivors and respective heirs, executors, administrators, legal representatives and permitted assigns;
 - (c) In case the Buyer be a Partnership Firm, then its partners for the time being, their respective heirs and executors, administrators, legal representatives and permitted assigns; and

(d) In case the Buyer be a limited company, then its successor or successors-in-interest and permitted assigns;

- 1.4 **“BUILDING”** shall mean the building in which the Buyer has purchased his/her Unit and/or Units.
- 1.5 **“BUILT UP AREA”** shall mean inner measurement of the individual residential Unit at the floor print including balconies, verandas as increased by the thickness of the wall (100% area under the walls which is not common with other Units and 50% of the area under the walls which is common with other Unit or Units).
- 1.6 **“COMPLEX”** shall mean all the Units/ flats, Parking facility, convenient shopping and club house etc. constructed / to be constructed in several buildings on the Said Land.
- 1.7 **“HE OR HIS”** shall also mean either she or her in case the Buyer is a female or it or its in case the Buyer is a partnership firm or a company.
- 1.8 **“MAINTENANCE AGENCY”** means Ashiana Maintenance Services Limited (formerly known as Vatika Marketing Limited) a Company registered under the Companies Act, 1956, having its Registered Office at 5F, Everest, 46/C, Chowringhee Road, Kolkata - 700 071 or such other person as may be appointed in place and stead of Ashiana Maintenance Services Ltd. in terms of the Maintenance Agreement.
- 1.9 **“MAINTENANCE AGREEMENT”** means a tripartite maintenance agreement to be executed by and between the Builder, the Buyer and the Maintenance Agency in the format contained in **Schedule “E”** hereto.
- 1.10 **“PROJECT”** shall mean residential Project known as **“Ashiana Town β”** to be developed on the Said Land.
- 1.11 **“PARKING FACILITY”** shall mean the open or covered parking facility reserved on the Said Land or in the Building for parking a car and/or a scooter.
- 1.12 **“SUPER BUILT UP AREA”** shall mean an area equivalent to 1.22 times of the of the Unit and the said multiplication factor has been arrived at after taking into account the proportionate area comprised in common areas and common facilities in the Building and in the Complex and other relevant parameters and for commercial considerations.
- 1.13 **“THE ENTIRE LAND”** shall mean all that piece and parcel of land admeasuring 166793 sq. mtr. under various khasra nos. situated in the Village of Thara and Village Udaipur Tehsil Tijara, Distt. Alwar, Rajasthan.
- 1.14 **“THE SAID LAND”** shall mean one parcel of the Entire Land i.e. Parcel B1 admeasuring 64124 sq mtr. as demarcated and shown in the map as attached herewith as **Schedule ‘A-1’**.
- 1.15 **“THE BUILDING PLANS”** shall mean the plans and designs of buildings constructed/ to be constructed on the Said Land which has been duly approved/ to be approved by the authority including any variations therein which may subsequently be made by the Builder and/or Architect(s).

1.16 “URBAN ASSESSMENT OR GROUND RENT” shall mean any sum payable as rent on yearly basis or on lump sum basis to the Urban Improvement Trust, Bhiwadi on purchase of the leasehold land from it.

1.17 “UNIT” shall mean any one flat as explained and detailed in the **Schedule “B”** of this agreement.

WHEREAS

- A.** The Urban Improvement Trust, ('UIT') Bhiwadi (hereinafter referred to as **“the Authority”**) has executed a Lease Deed in favour of the Builder for land admeasuring 166793 Sq.mtr. situated in village Thara & Village Udaipur, Bhiwadi, District Alwar, Rajasthan for a period of Ninety Nine (99) years commencing from May 28, 2013 for the purpose of developing residential group housing project vide Lease Deed dated May 28, 2013 which is registered with Sub Registrar, Bhiwadi on July 15, 2013 (hereinafter referred to as "The Entire Land" and fully delineated in the map attached hereto as **"Schedule A"**).
- B.** The Entire Land comprises of various parcels of land as shown in the map attached hereto as **Schedule A**. In furtherance of rights vested in the Builder by virtue of the registered Lease Deed, the Builder is developing a cluster of Residential Projects on the Entire Land under the name and style of **“Ashiana Town”**. The Ashiana Town shall comprise of various Projects to be developed on different parcels of the Entire Land and one of them is a group housing project namely **Ashiana Town β**.
- C.** The Builder has framed a scheme for developing a Project to be known as **“Ashiana Town β”** on one parcel i.e. Parcel B1 of the Entire Land admeasuring 64124 sq. mtr. situated at Village Thada and Village Udaipur, District Alwar, Rajasthan. (hereinafter referred to as **‘The Said Land’** and more fully described in **“Schedule A1”**).
- D.** **“Ashiana Town β”** comprises of several flats, Parking facility, convenient shopping and club house etc. to be constructed in several phases. Under the aforesaid Lease the Builder being the promoter and developer of aforesaid **“Ashiana Town β”** are entitled to develop a group housing residential Project and grant sub lease at its own.
- E.** The Buyer prior to the execution hereof has perused and has taken inspection of the documents and has otherwise satisfied himself about the right, title and interest of the Builder to plan, construct and sell the aforesaid Project over the Said Land and is also aware of the fact that the Builder has entered and /or are entering into separate agreements with several other persons and/or parties who are interested in acquiring the proposed Units/ flats, Parking facility etc.
- F.** The Buyer has also inspected and/or otherwise satisfied himself about the Building Plan and is desirous of acquiring a Unit / flat along with a Parking facility in the said Project more fully described in the **Schedule “B”** hereto upon the terms and conditions hereinafter mentioned.
- G.** The Buyer acknowledges that the Builder has provided all information & clarifications as required by the Buyer to his satisfaction and that the Buyer has not unduly relied upon and is not influenced by any advertisement, promotions, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by selling agents/brokers or any other data except as

specifically represented in this Agreement and that the Buyer has relied solely on the Buyer's own judgment and investigation(s) in deciding to enter into this Agreement to purchase the flat. No oral or written representations or statement (except as set out herein) made by or on behalf of any party, shall be considered to be part of this Agreement and that this Agreement shall be self-contained and complete in itself in all respects.

- H. The Buyer agrees and acknowledges that the Buyer is entering into this Agreement with full knowledge of all the laws, rules regulations, notifications, statutory provisions applicable to Project and that the Buyer has clearly understood the Buyer's rights, duties, responsibilities, obligations there under, and agree to abide and bind by the same.
- I. The Builder relying upon the confirmations, representations, and assurances of the Buyer to faithfully abide by all the terms and conditions and stipulations as contained in this Agreement has allotted the Unit to the Buyer.
- J. In pursuance to the aforesaid and on assurance of the continued performance of the various terms and conditions and obligations enumerated in this Agreement, the Parties hereto are entering into this Agreement on the terms and conditions as enumerated hereinafter.

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

1.0 BUILDER'S REPRESENTATIONS

- 1.1 The Builder shall construct a project known as "**Ashiana Town β**" over the Said Land as described in the **Schedule "A"** hereunder in terms of the scheme framed by the Builder.
- 1.2 The Builder shall be entitled to make such changes, additions and/or alterations in the said plans as the exigency of the situation or circumstances shall warrant or requires.

2.0 DETAILS OF THE SAID UNIT AND PAYMENT TERMS-

- 2.1 The Buyer agrees to acquire from the Builder a flat referred to as the "said Unit", more fully described in the **Schedule "B"** hereunder at or for a total consideration as mentioned in **Part I of the Schedule "C"** hereunder written and the Builder has agreed to allot the same in favour of the Buyer at the said consideration. That in addition to the above payments, the Buyer shall also be liable to pay maintenance charges and various other charges detailed in this Agreement, all of which are distinct and separate from the consideration amount and other amounts recorded in **Part-I of the Schedule "C"** of this Agreement.
- 2.2 The said total consideration shall be paid by the Buyer to the Builder as and in the manner set out in **Part II** of the **Schedule "C"** hereunder written.
- 2.3 The said total consideration has been calculated on the basis of Super Built-up Area as detailed in **Part I of the Schedule "C"** hereunder written. In case any difference is found in the area at the time of taking final measurement after completion of the Building, the difference in consideration amount shall be adjusted accordingly. The decision and

certificate of the architect with regard to measurement shall be final and binding on both the Buyer and the Builder. Notwithstanding the above and for avoidance of doubt, it is clarified that it is only the inside space in the "Unit" that has been agreed to be sold and the inclusion of the common areas in the computation does not give any proprietary interest/ right therein to the Buyer.

- 2.4** Such consideration has been calculated on the basis of Super Built Up Area of the said Unit comprised in the said Unit. The Builder hereby declares that the multiplication factor of 1.22, comprised in Super Built Up Area, is based on the proportionate area comprised in the common areas and common facilities in the Building and the Project and other relevant parameters and such factor is similar as is charged by other realtors and/or developers and the Buyer confirms that such multiplication factor is fair, reasonable and proper and the Buyer unconditionally accepts the same. The calculation of proportionate share of common areas is opaque and subjective and for the purposes of transparency and for the ease of calculation, the Builder and the Buyer both agree to use the said multiplication factor in lieu of the proportionate share of the common areas in the Building to calculate the Super Built Up Area of the said Unit. In the event of any dispute relating to measurement / determination of the Super Built Up Area of the said Unit, the Builder and the Buyer both agree to measure Built Up Area of the said Unit first and thereafter, apply the said multiplication factor to such measured/determined Built Up Area for arriving at the Super Built Up Area of the said Unit.
- 2.5** Upon completion of construction of the Building, the Architect shall take final measurement of the Unit and shall issue a certificate specifying the actual Built Up Area of the Unit and such certificate shall be final and binding on both the Buyer and the Builder. However the actual consideration payable by the Buyer to the Builder shall be calculated on the basis of the Super Built Up Area of such Unit which is 1.22 times of the Built Up Area as stated in the certificate of the Architect. Further, any difference in the final measurement of the Built Up Area shall be adjusted and/ or charged by the Builder at such rate/ price as determined by the Builder.
- 2.6** The Buyer shall make timely payment of all amounts under this agreement whether demanded or not by the Builder. In default of payment of any amount in time, the Buyer shall pay to the Builder interest at the rate of 18 % per annum compounded every month on all the amounts which become due and payable by the Buyer to the Builder under the terms of this agreement. It is specifically agreed that time for payment of the consideration amount by the Buyer to the Builder as set out in **part II of the Schedule "C"** hereunder written, shall be the essence of this agreement. Provided further that any amount made by the Buyer to the Builder shall be first appropriated towards interest, if any, and the balance towards the principal amount.
- 2.7** The right of the Builder to receive interest as aforesaid shall not entitle the Buyer to delay the payment of any installment on its due date nor shall it amount to or be construed as a waiver on the part of the Builder of any of its rights, remedies and privileges in case of default amount towards the installment amount in the agreed manner by the Buyer.
- 2.8** For all payments, the date of clearance of the demand draft/pay order/cheque shall be taken as the date of payment. The dishonor of the demand draft/pay order/cheque for any reason, shall entitle the Builder to charge from the Buyer an additional amount of Rs. 1,000/- towards administrative handling charges.

- 2.9** In the event the Buyer not clearing all his dues along with interest @ 18 % per annum within 60 days from the date, the said amount become payable and/or committing default in payment on due date under this agreement twice and/or on the Buyer committing breach of any of the terms and conditions herein-contained, the Builder shall be entitled at its own option to cancel and terminate this agreement in which event all rights, title and interest of the Buyer over the said Unit shall stand extinguished and the Buyer shall have no further right, title and interest over the said Unit and the Builder shall be entitled to transfer the said Unit to any other person at the risk and cost of the Buyer. The Builder apart from interest @ 18% per annum on all delayed payments, shall also be entitled to a liquidated damages of 10% of the total cost of Unit from the Buyer on the date of termination of this agreement. The Builder after making such appropriation shall refund the balance amount to the Buyer within 120 days from the date of such termination. It is agreed by and between the parties that the liquidated damages as the aforesaid 10 % is just, proper and reasonable.
- 2.10** On such termination as aforesaid, the Buyer shall have no right, claim or demand of whatsoever nature against the Builder in respect of the said Unit or otherwise and the Builder shall be entitled to deal with and dispose of the said Unit to any other party without any consent from or even reference to the Sub-Lessee. The Buyer shall have no right, claim or demand against the Builder in respect of amount of stamp duty and registration charges incurred while registering the agreement in the name of new buyer.
- 2.11** The total consideration shall be subject to escalation so as to cover the increase in costs of material and labour during the period of construction. However such escalation shall be subject to the maximum of 10 % of the cost of the said Unit.

3.0 BUYER'S REPRESENTATIONS

- 3.1** The Buyer declares that he is entering into this Agreement after being fully understood, acquainted and satisfied with the title of the land, Project details, pricing etc, and having full knowledge of the rules, regulations, applicable laws, his rights, duties, obligations etc. thereunder.
- 3.2** The Buyer has been informed of and has accepted the specifications and information provided as to the materials to be used in construction of the Unit/Building which are also tentative and the Builder may affect such reasonable variations and modifications therein as it may deem appropriate and fit or as may be done or required to be done in accordance with the directions of any competent governmental authority, and the Buyer hereby consents to such changes.
- 3.3** The Buyer shall carry out all internal repairs of said Unit agreed to be acquired by him at his cost and maintain it in good condition, state, order and repair and shall observe all the rules and by-laws of the the competent authority. The Buyer shall also always keep the Builder indemnified from all losses and payments which the Builder may hereto suffer or have to pay on the Buyer's behalf at any time in future. The Buyer hereby agrees and undertakes to abide by the conditions laid down in the Lease Deed executed with the UIT, Bhiwadi.
- 3.4** The Buyer agrees and undertakes that the Buyer shall not do or permit to be done, any of the following acts:-

- a) to do anything in or about the said Unit which may cause or tend to cause damage to any flooring or ceiling or any part of the said Unit or any apartment above/below or adjacent to said Unit or in any manner interfere with the use thereof or of any open space, passages or amenities available for common use.
- b) to enclose any open areas forming a part of the said Unit or carry out any decoration, change or alteration in any portion of the exterior elevation or design of the said Unit.
- c) to make any alterations in any elevations and outside colour scheme of the expressed wall of the verandah, lounge or any external wall, or both the faces of external doors and window of the Apartment which in the opinion of Builder differ from the colour scheme of the Complex. It is hereby clarified that while the Buyer shall be free to decide on the interiors and the colour scheme thereof, the Buyer shall not change the colour and facade of exterior of the said Unit as specified hereinbefore.
- d) to put up any signboard, publicity or advertisement material outside the said Unit or anywhere in the common areas without prior permission of the Builder or their nominees in writing.
- e) to cause noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags or garbage etc., anywhere save and except in areas/places specifically earmarked for the purposes in the Project/Complex.
- f) to do, nor permit or suffer anything to be done in any manner to any part of the Building, the staircase, lifts, shafts and common passages, compound or in which would expose the Complex to any kind of risk or loss, whether physical, legal or otherwise.
- g) to demolish, make or cause to be made any additions or alterations or unauthorized constructions of whatsoever nature to the said Unit or any part thereof, and shall not chisel/drill or in any other manner cause damage to columns, beams, walls, slabs/concrete or other structural support. Further, no damage to the Unit would be caused in any manner and all consideration of safety, fire fighting systems will have to be observed / maintained.
- h) store/stock/bring into/keep in the said Unit any goods/material/fluid/chemical/substance of explosive/hazardous/ combustible / flammable nature or any act which has effect of doing so, either directly or through any of the Buyer's agents, servants, employees, licensees, or visitors, which may cause risk by fire, or which, on account of their nature or particular characteristic, may cause damage to or endanger and/or expose to risk of such damage, to the structure or safety of the Unit or neighboring Units, and/or the assets of the other occupants or the equipments in the Complex.
- i) to do any act or omission, which may endanger the occupation of the other areas or be a source of nuisance to others

3.5 The Buyer further agrees, acknowledges and undertakes that:

a)no immoral, improper, offensive or unlawful use shall be made of the said Unit or any part of the Complex. Further, the said Unit shall not be used in a manner which will be a nuisance or be obnoxious to the other occupants of the Complex. The Buyer shall not do any act or omission which will make it difficult for the other Buyers to enjoy and make the best possible use of the Building and the Complex.

b)the Buyer shall adhere to and abide by all laws, bye-laws, rules and regulations of any Government having jurisdiction including the provisions of any other laws applicable earlier or made applicable hereafter to the said Unit/ Complex and as maybe amended from time to time, and to pay all applicable Taxes as may be due, in respect of the said Unit, and in respect of the Project Land and/or the Project (in proportion to the Super Area of the said Unit).

c)the Buyer shall not use the said Unit for any commercial activities including but not limited to running of tailor shop/boutique, tuitions/coaching centre, beauty parlor, any kind of hobby or vocational classes, PG Accommodations, hostel etc.

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

4.0 SCHEDULE FOR COMPLETION OF CONSTRUCTION-

4.1 The Builder covenants with the Buyer that the construction of the said Building shall be completed by _____ with a grace period of six months provided however, that the time for completion shall be deemed to have been extended in the event of non-availability of building materials or delay in receipt of installments of the consideration amount from the Buyer or Buyers of other Units and/or delay due to any reasons beyond the control of the Builder and "Force-Majeure" causes. Force-Majeure" causes shall include Acts of God, earthquake, war, terrorism, civil commotion, riot, fire, theft, strike etc.

4.2 The Buyer further agrees and consented that construction of place of worship for any community shall not be a part of the Project. Further, it shall not be necessary to complete the construction of provisions of common amenities like clubhouse etc. at initial stage or at the time of completion of different phases. Completion of construction of theses common amenities may go as long as the completion of the Project Ashiana Town β and the Buyer shall have no objection to the same.

4.3 Save as provided herein, if the Builder is not able to give possession of the said Unit to the Buyer on the above account or on account of any reasonable cause the Buyer shall not be entitled to any damages whatsoever, but he shall be entitled to receive back the entire money paid by him to the Builder towards consideration of the said Unit together with simple interest thereon calculated @ 8 % per annum from the date of such payment or payments until the date of repayment by the Builder.

5.0 SCHEDULE FOR POSSESSION OF THE UNIT

5.1 As soon as the said Unit agreed to be acquired by the Buyer is completed the Builder shall notify to the Buyer of the said Unit having been completed.

- 5.2 Within 30 days of the date of notice of readiness given to the Buyer by the Builder, the Buyer shall take possession of the said Unit after making the full payment and/or deposit of all amounts becoming due by the Buyer to the Builder under this agreement.
- 5.3 The Buyer shall be deemed to have taken possession of the "Unit" on the 30th day of the date of the notice of completion thereof as aforesaid (and such 30th day hereinafter called "the deemed date of possession") irrespective of whether the Buyer takes actual physical possession thereof or notwithstanding that the Builder has held the right of taking possession of the Unit to the Buyer on account of the Buyer failing to pay all pending dues under this Agreement.
- 5.4 After the date of delivery of possession and/or "the deemed date of possession" of the said Unit to the Buyer, whichever be earlier, the same shall be at the risk and responsibility of the Buyer and the Buyer shall be liable to pay Holding Charges @ Rs. 5/- per Sq. Ft. per month to the Builder for the period the Buyer does not take the actual possession of the Unit.
- 5.5 If the Buyer fails to make full payment as aforesaid within six months of the date of the notice and take the possession of the Unit, the Builder shall be entitled to terminate this agreement and sell the said Unit at the entire risk and cost of the Buyer and the Buyer shall be liable to pay full costs, charges and expenses that may be incurred by the Builder in connection with such sale and interest @ 18 % per annum stipulated in clause 3.6 above, along with liquidated damage @ 10% as stipulated in clause 3.9 above.
- 5.6 Upon the Buyer paying the entire consideration amounts and deposits etc., due to be paid by him to the Builder under this agreement are paid to the Builder and the Buyer performs all the terms and conditions and stipulations contained herein to be performed and observed, the Buyer shall be entitled to peacefully hold, possess and enjoy the said Unit without any interruption by any person or persons lawfully or equitably claiming for under or in trust for the Builder.
- 5.7 It is agreed that after the date of possession or deemed date of possession whichever be earlier, the Buyer shall not be entitled to make any claim regarding any item of work, the material used for construction etc. and the Builder shall not be liable for any claim whatsoever for these or for any other such claim or claims.
- 5.8 After occupation, the Buyer shall not use the said Unit for any purpose other than residential usage except with prior written permission of the Builder. Provided however, the Buyer will be entitled to give his unit on lease under intimation to the Builder or the maintenance Agency.
- 5.9 The fittings, fixtures and amenities to be made and provided by the Builder shall generally conform to the specifications detailed in **Schedule "D"** hereunder or as may be and / or amended by the architects. It is agreed that after the date of possession and /or the delivery of possession whichever be earlier, the Buyer shall not be entitled to make any claim regarding any item of work, the material used for construction etc. and the Builder shall not be liable for any claim whatsoever for these or for any other such claim or claims.

6.0 PAYMENT OF TAXES & DUTIES

- 6.1 The Buyer agrees and undertakes to pay to the Builder or its assignee regularly and punctually whether demanded or not at all times his proportionate share of Municipal rates/ Taxes etc., if any, and any other Tax, Impositions etc. that may be levied by the State / Local body from time

to time. The role of the Builder or its assignee in this context would be only of collection of aforesaid rates & taxes etc. and deposit the same with the concerned authorities.

- 6.2 In case any sales-tax, purchase-tax, service tax or any other government duty or tax (not being income-tax) is payable in relation to the said Unit or the said Building or the said Project, the same shall be to the account of Buyer and/or the Buyers of other Units as the case may be and the Buyer hereby agrees to pay all such taxes and duties. The Buyer further agrees and undertakes to keep the Builder indemnified against any such claim or demand that may be made by the authority/ authorities.

7.0 REGISTRATION OF THE UNIT

- 7.1 The stamp duty, registration charge and other charges if any, applicable at the time of registration of Agreement or Agreements, Sale Deed, Sub Lease Deed conveyance or conveyances, transfer deeds, etc. in respect of the said Unit shall be borne and paid by the Buyer and that the Builder shall not be liable to contribute anything towards such expenses. Such expected costs, charges and expenses, shall be payable in advance by the Buyer on demand being made by the Builder in this regard. The Buyer shall be solely responsible for registration of his allotted Unit with the concerned Registrar / Sub-Registrar as per prevailing laws of the concerned State Government.
- 7.2 All costs, charges and expenses [subject to maximum of Rs. 10,000/- (Rs. Ten Thousand only) excluding service tax or other indirect taxes] in connection with the costs of the preparing, executing and registering of the Agreement or Agreements, Sub - Lease Deed / Sale Deed, conveyance or conveyances, transfer deeds and any other document or documents required to be executed by the Builder for preparation and approval of such documents shall be borne by the Buyer.

8.0 MAINTENANCE OF THE COMPLEX

- 8.1 The operation of services and maintenance of the said Complex shall be done in accordance with the Maintenance Agreement which shall form an integral part of this agreement. The Buyer agrees and undertakes to abide by the terms and conditions of the Maintenance Agreement and to pay promptly every month all demands, charges, bills etc. as may be raised by the Maintenance Agency from time to time. The Buyer agrees that as the development of "**Ashiana Town β**" progresses, common facilities and services will be implemented in phased manner.
- 8.2 The Buyer shall before occupation of the said Unit pay to the Builder or its assignee an interest free maintenance security calculated @ Rs.25/- per square feet on the Super Built Up Area specified in the **Part-I of the Schedule "C"** hereunder as security for the due payment of his proportionate share of outgoing stated hereinabove.
- 8.3 It is hereby agreed that the Builder shall be entitled to undertake the provision of the Maintenance Services, either through itself or through any other appropriate agency designated by it. The Buyer hereby agrees and undertakes to make timely payment towards all charges and dues in relation to provision of the Maintenance Services (the "Maintenance Charges") as may be fixed by the Maintenance Agency from time to time, and as revised by the Maintenance Agency from time to time. For the operation of the services and maintenance of the Project/ Complex the Buyer agrees to pay the Builder or its assignee proportionate monthly charges as determined,

calculated on per sq. ft. basis on Super Built Up Area by the Builder or its Assignee within 10 days of raising the bill by the Maintenance Agency and shall not withhold the same for any reason whatsoever. In addition the Buyer has to pay the Builder or its assignee, charges towards capital repairs/replacements, as determined by the Builder or its assignee once in a month/ year in advance and service tax thereon as per applicable rate. In case of any default in the payment of monthly or yearly charges the Buyer shall be liable to pay penalty at the rate of 2% per month on defaulted amount. The Builder or its assignee shall also be at liberty to withdraw utilities and facilities like water supply, Generator power, garbage collection etc. till the dues are cleared along with the amount of penalty. The Buyer agrees to pay to the Builder or its assignee upfront maintenance charges for 12 to 18 months as per the rates determined as above at the time of possession.

8.4 For the purpose as detailed in Para 9.1 and 9.3 above, the Buyer agrees to enter into a separate Maintenance Agreement with the Builder or its assignee which would clearly spell out scope and schedule of maintenance works, operation of the services and maintenance charges/ and charges towards capital repairs and replacements.

8.5 In addition, the Buyer agrees that the painting of outside portion and common areas of the Building in which the Unit is located, shall be done atleast once in every seven years and the cost of the same shall be shared by him with other Buyers of that Building in proportion to the Super Built Up Area of his Unit. Whenever the Buyer fails to do so, the Builder or its assignee shall have the option to do the same at the risk and cost of the Buyer.

8.6 For maintenance of individual Unit/ Building, the Buyer shall allow the employees, nominees or agents of the Builder or Buyer(s) of the other Units of the same Building to enter into the premises, terrace or roof of the Building at reasonable hours.

9.0 ASSOCIATION OF BUYERS

9.1 The Buyer agrees to become a member of the **Ashiana Town β Owner's Association** (as and when formed) and abide by the rules of the Association.

9.2 Under the circumstance of multiple Owner's Association, the Builder shall have choice/ right to recognize the Buyer's Association which it deems fit.

10.0 BANK LIEN & CHARGES

10.1 The Builder shall have the first charge and lien over the said Unit to be acquired by the Buyer in respect of any amount liable to be paid by the Buyer under the terms and conditions of this agreement and the Buyer shall not sublet, transfer, assigns, sell, part with possession or in any way dispose off the said Unit or his interest therein or thereunder without prior written consent of the Builder, which normally would be provided in 7 days if there are no dues outstanding against the Buyer.

10.2 The Buyer hereby agrees that the Builder shall be entitled to create equitable or any legal mortgage of the land and Buildings in the said Complex either in full or in part for either obtaining loan for itself from any bank or institution or any third party for the purpose of construction of the said Building and/or the said Complex or for facilitating and/or arranging loan for the Buyers of Units in the said complex from any bank or financial institution.

- 10.3** The Builder hereby agrees to return all loans and interest thereon, if obtained by the Builder for itself for the purpose of financing the constructions before the final conveyance of the Complex to the Buyers of the Units. It is however, agreed by and between the Buyer and the Builder that the Builder shall not be responsible in any manner whatsoever, in respect to the loan or loans arranged for the Buyer and/or the Buyers of the Units as aforesaid and the Buyer and/or the Buyers alone shall be responsible for the timely repayment of the same.
- 10.4** The Buyer hereby agrees and undertakes to furnish, sign and verify all papers and documents as and when required by the Builder for assisting the Buyer in obtaining loans from banks or Financial Institutions. The Buyer further agrees and hereby irrevocably authorizes the Builder to receive all loan amounts for and/or on behalf of the Buyer and to retain all such loan amounts as and when received towards current and/or future installments payable by the Buyer as detailed and set out in **Part-II of the Schedule "C"** hereunder written. It is however agreed by and between the Builder and the Buyer that the Builder shall not be responsible in any manner whatsoever, in respect to the loan or loans arranged for the Buyer and/or the Buyers of the units as aforesaid and the Buyer and/or the Buyers alone shall be responsible for the timely repayment of the same. In the event of any default or delay in making of applicable payments to the Builder, including inter alia where the same is attributable to any non-disbursement, rejection or delay in the loan taken by the Buyer, the Builder shall be entitled to take recourse to all remedies available under applicable law and this Agreement including inter alia to terminate the Agreement.
- 10.5** The Buyer may at their option raise finances or a loan for purchase of the "Unit", including through mortgage of the "Unit" (subject to obtaining of the no objection certificate from the Builder). However, it shall remain the sole responsibility of the Buyer to ensure sanction of the loan and disbursement of the same as per the payment plan opted for by the Buyer.

11.0 GENERAL TERMS AND CONDITIONS

- 11.1** It is within the knowledge of and agreed by the Buyer that the construction on The Said Land including club house and other facilities will be taken up in phases and the Buyer shall have no objection to the same. The Buyer is fully aware that during the course of construction there will be some unavoidable inconveniences to the residents who have already moved to the completed buildings/units of the Complex. Further, where, if any later change in any applicable law permits further construction on any portion of the Said Land or any part of the Complex, the Builder shall be entitled to undertake the said construction and the Buyer shall not have any objection and shall consent to such further construction.
- 11.2** The Builder shall be entitled to effect suitable and necessary variations, additions, alterations, deletions or modifications therein as it may, in its sole discretion or on the advice of its Architect, deem appropriate and fit, or as may be required by any competent authority, if necessary, which may involve all or any of the changes, namely change in the area of the "Unit", position of "Unit", change in numbers of apartments, dimensions, height, location and increase/decrease in the number of car parking space available in the Facility for Parking and the Buyer hereby gives his /her/ its consent for the same.
- 11.3** In regard to the suitability of such changes the opinion of the Builder and its architects shall be final and binding on the Buyer. Further, in the event that as a consequence of such changes, there is any increase/decrease in the Super Built Up Area of the "Unit" or the "Unit" becomes

preferentially located, revised price and/or applicable preferential location charges ("PLC") shall be payable and/or adjustable (without any interest accruing thereon from the original price at which the 'Unit' has been booked for allotment).

- 11.4** The Buyer shall have no claim save and except in respect of the said Unit hereby agreed to be acquired and detailed and explained in the **Schedule "B"** hereunder given, it being agreed that all common spaces, open spaces, lobbies, staircases, roof and/or terraces of all the Buildings and unsold Units, club house etc., in the said Complex shall remain the exclusive property of the Builder.
- 11.5** It has been agreed that upon acquisition of the said Unit as detailed in **Schedule - B** the Buyer shall have ownership rights only over the said Unit and the proportionate indivisible share of the land underneath the plinth of the Building in which the Unit is located. It has been made clear and the Buyer agrees that the Buyer shall have only the right to use of these spaces and facilities along with other occupants of the said Building(s) subject to the timely payment of the maintenance charges and these spaces and facilities shall continue to be the property of the Builder. The Buyer further agrees that in the event of his failure to pay the maintenance charges on or before the due date, the Buyer shall cease to enjoy the right to use them till such time the outstanding maintenance charges along with interest and penalties (if any) are paid. However the Buyer shall have exclusive rights of use of his Parking Facility.
- 11.6** The Buyer covenants with the Builder and through them with the Buyers of other Units that he shall not ever demolish or cause to be demolished any part of the said Building or any part or portion of the other Buildings nor shall he at any time make or cause to be made any new construction of whatsoever nature in the said Building or in the said Complex or any part thereof. The Buyer further covenants that he shall not make any additions or alterations to the said Unit without the previous consent in writing of the Builder and the local authority, which controls the development of this land/ area.
- 11.7** Until such time the conveyance of the entire Complex is executed as hereinafter stated, the Buyer irrevocably agrees to abide by all the rules and regulations framed or to be framed at any time and from time to time by the Builder and/or maintenance agency and generally do all and every act that the Builder may call upon the Buyer to do in the interest of the Building and/or the Complex and the Buyers of other Units in the Building and/or the said Complex.
- 11.8** In case the Buyer has observed and has followed all the terms and conditions of this agreement and gives a written notice to cancel this agreement, then in that event the Builder shall cancel this agreement and after deducting 10 % of the total cost of the said Unit from the amount received from the Buyer till that date, refund the balance amount to the Buyer within 120 days from the date of such cancellation. However, the Buyer shall be entitled to exercise this option within a period of six months from the date of the Application Form/ Allotment Letter in respect of the said Unit, whereafter this clause shall automatically be deemed to have become inoperative and un-enforceable.
- 11.9** In case any security or deposit is demanded by the Electricity Authorities, Municipal Authorities or any other local authority for supply of electricity, water, gas or any other facility or utility or amenity, the Buyer shall contribute proportionately towards such security or deposit as shall be determined by the Builder.

- 11.10** The Parties hereby agree that for cost effectiveness and efficiency of delivering services and maintaining the Complex, the Builder may choose to club the amenities, services, facilities and the common areas of Ashiana Town like STP, Club House, Gas Bank, Water Reservoir, Electricity Sub Station, DG Sets, Security, Children Play Area etc. pursuant to which such amenities, facilities and common areas will be shared among all the residents of the Residential Projects which are being developed or to be developed on the different parcels of The Entire Land. No resident of any Project/s shall object to this and nor they shall claim exclusive right on a particular amenity falling under their Project. Under such situation, Builder's decision shall be final and binding and the Buyer hereby undertakes to bind himself with the decision of the Builder.
- 11.11** The Builder has applied and / or obtained environmental clearance as per the provisions of Environmental Impact Assessment Notification - 2006 and its subsequent amendments for the Entire Land. The Buyer further agrees and hereby irrevocably authorizes the Builder to take all steps and measures for compliances of terms and conditions of approval for environmental clearance for and/or on behalf of the Buyer. The Buyer hereby agrees and undertakes to bear the proportionate cost and / or direct cost of compliance of conditions put forth by the Environment Ministry while granting environment clearance in respect of the Project and / or his / her Unit.
- 11.12** The Builder has represented that the Builder has obtained or will obtain all requisite approvals/ permissions/ sanctions such as Fire NOC, Consent to Operate from Pollution Control Board and etc for the Entire Land. The Builder shall not be obliged to apply for or obtain 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 Complex in future after handing over the possession to the Buyers. The Buyers and Buyers of other Units and/or Owners Welfare Association/ Representative Body of Owners without any reference to the Builder 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 Builder and Ashiana Maintenance Services Ltd.
- 11.13** The Buyer agrees and acknowledges that the Builder is under no obligation to send demands/reminders for payments of the balance sale consideration under this Agreement. The Builder shall send all letters/notices and communications to the sole/first applicant at the address given in the application form at the time of booking. All letters, receipts and/or notices issued by the Builder and dispatched by courier / registered post to the said address or such other address as may be intimated by the Buyer shall be sufficient proof of receipt of the same by the Buyer on the 7th day from the date of dispatch. It is clarified that the Builder shall not be liable to send separate communication, letter/notices to the second applicant or to applicant other than the first applicant. Further it shall be the sole responsibility of the Buyer to inform the Builder of all subsequent changes in his/her/its address, through the means of a registered letter, failing which all demand notices and letters posted at the earlier registered address shall be deemed to have been received by the Buyer upon the expiry of three days after the posting of such letter. The Buyer is required to make all payments as specified in the demand notices for payment, within the period mentioned in the demand note.
- 11.14** The Builder as a general practice keeps on sending to all its customers about the new projects, new launch, construction status, price & payment terms of the project, price revision information, payment reminders, promotional events etc. from time to time by mail or sms or letters. The Buyer hereby gives his /her consent to the Builder to obtain/ receive such information on time to

time.

- 11.15** Under the Building Bye- Laws and Housing Policy framed by the Government of Rajasthan as amended from time to time, the Builder has to make provision for economically weaker section, lower income and middle income group within the Complex and allot dwelling Units to them as per the policy. The Buyer shall not have any objection to such allotment of housing Units to the economically weaker section, lower income and middle income group.
- 11.16** The Buyer agrees and undertakes that all provisions of the Rajasthan Urban Improvement Act, 1959 and the rules made thereunder such as the Rajasthan Urban Improvement Trust (Disposal of Urban Land) Rules, 1974, The Rajasthan Urban Areas (Sub-Divisions, Reconstitution and Improvement of Plots) Rules, 1975; Building Bye Laws Vinium 2000; Allotment Letter and any notification issued /to be issued under the said Act by the Department of Urban Development and Local self Government of Rajasthan shall be effective and binding on the Buyer.
- 11.17** In case of NRI/Foreign National Buyers, the observation of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be the responsibility of the allottee/ Buyer/s.
- 11.18** Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person, other than the Parties hereto any rights or remedies under or by reason of this Agreement or any transaction contemplated by this Agreement.
- 11.19** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect.
- 11.20** Except as specified herein, the Buyer shall not be entitled to assign any benefits, obligations or burdens under this Agreement to any third party without the prior written consent of the Builder. Subject to the foregoing, this Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors (including any successor by reason of amalgamation or merger of any Party) and permitted assigns.

12.0 WAIVER

- 12.1** Any delay by the Builder in exercising or enforcing any right, remedy and the terms of this agreement or any forbearance or giving of time by the Builder to the Buyer shall not be construed as a waiver on the part of the Builder of any breach or non-compliance of any of the terms and conditions of this agreement by the Buyer nor shall the same in any manner prejudice or limit the rights of the Builder.

13.0 NOTICES

- 13.1** All requests, letters, receipts and/or notices issued by the Builder and dispatched under certificate of posting / registered post / courier to the above address or such other address as may be intimated by the Buyer to the Builder and vice versa shall be sufficient proof of receipt of the same by the Buyer on the 7th day from the date of dispatch.

14.0 DISPUTE RESOLUTION:

14.1. In case any dispute or difference arises: -

- (a) Before the delivery of possession and/or the date of possession between the Builder and the Buyer relating to the interpretation of any of the terms and conditions of this agreement, then the same shall be referred to the **arbitration of the Architect**. Such arbitration shall take place in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- (b) After the delivery of possession and/or the date of possession in case any dispute arises due to matters not specifically stipulated in this agreement and also in case of any dispute or any question arising at any time between the Buyer and any employee of the Builder or any other Buyer or Buyers of other Unit or Units, all such matters shall be referred to the Arbitration of a professional to be nominated by the Builder. Such arbitration shall take place in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and shall be final and binding upon all.

14.2 If at any time dispute arises between the Buyer or any other Buyer or Buyers of other unit or units or Buyer or Buyers of the Complex, all such matters shall be referred to the arbitration of the Builder or the nominees of the Builder. Such arbitration shall take place in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended upto date and shall be final and binding upon all.

15.0 GOVERNING LAWS & JURISDICTION

15.1 This Agreement shall be governed and construed in accordance with the laws of India and the Courts of New Delhi shall have sole and exclusive jurisdiction.

16.0 SEVERABILITY

16.1 All other agreements and/or arrangements or letters, assurances written, oral or implied hereto before made and which are in any way contradictory to or inconsistent with this agreement shall have no effect and of the remaining provisions of this Agreement shall not be in any way impaired.

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

SIGNED, EXECUTED & DELIVERED

1. BUILDER: ASHIANA HOUSING LIMITED

2. BUYER(S):

{APLName}
{@checkPowerofAtorny}

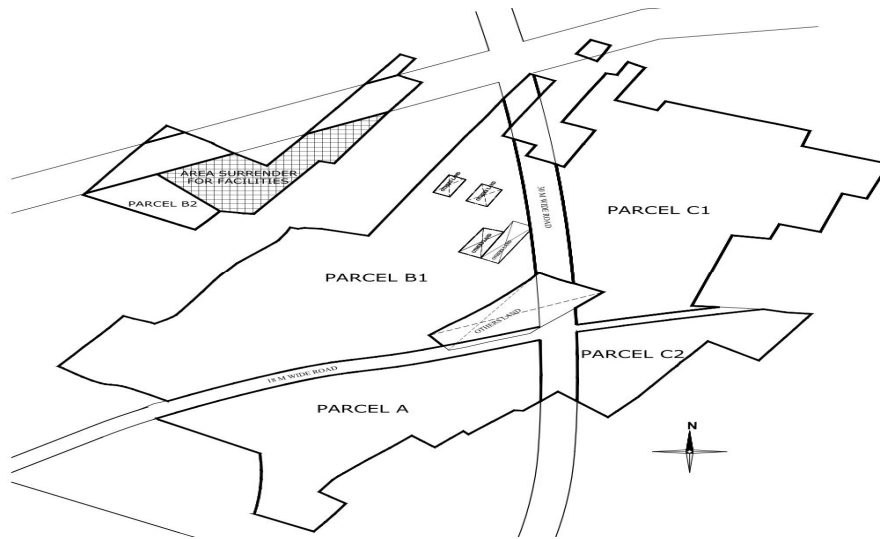
{SAPLName}

{MPAAddress}

Name, address and signature of witnesses

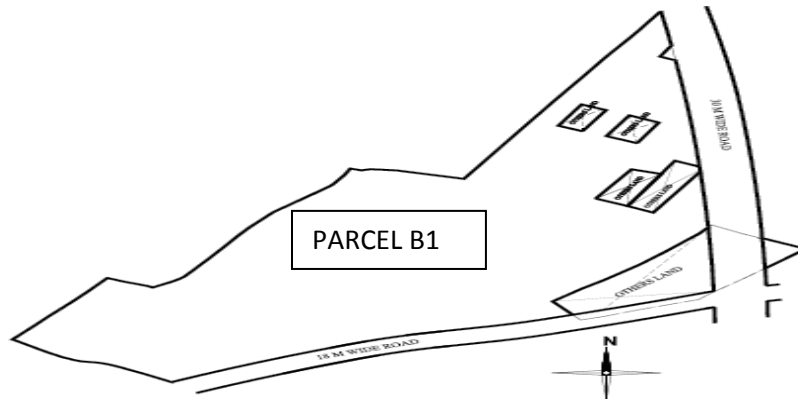
SCHEDULE "A" ABOVE REFERRED TO (ENTIRE LAND)

"THE ENTIRE LAND" means all that piece and parcel of land admeasuring 166793 Sq. Mtr. approximately vide lease deed dated May 28, 2013 registered on July, 15, 2013, under Document Serial No. 2013005655, Book No. 1 , Jild No. 414, Page No. 99, Serial No. 2013003699 situated at Village Thara and Village Udaipur, Tehsil Tizara, Dist. Alwar, Rajasthan. Later on both the pieces of land have been reconstituted by Urban Improvement Trust, Bhiwadi.



SCHEDULE "A 1" ABOVE REFERRED TO (SAID LAND - PARCEL B-1)

"THE SAID LAND" shall mean portion of Entire Land being Parcel B1 admeasuring 64124 sq mtr. under various khasra No. 152, 153, 154, 155, 156, 159, 160, 161, 162, 163, 197, 199, 201, 202, 203, 204, 205, 217 portion of 208, 209, 211, 215, 222 situated in Village Thada and Village Udaipur, Tehsil Tijara, District Alwar, Rajasthan, as demarcated and shown in the below map



SCHEDULE "B" ABOVE REFERRED TO (THE SAID UNIT)

All that **{Type}** bearing No. **{UnitNo}** on **{Floor}** in **{Phase}** which shall comprise of the following:

- (a) Carpet area comprised within the said Unit. However, the roof of the said Unit shall be used both as the roof of the said Unit as well as the floor of the Unit or Units constructed above it and similarly the floor of the said Unit shall be used both as the floor of the said Unit as well as the roof of the Unit or Units below it and the roof and the floor of the said Unit shall jointly belong to the Buyer and the Buyers of the other Units directly above and under the said Unit.
- (b) The walls and columns, if any, within and outside the said Unit save the wall or walls separating the said Unit from the other Unit or Units on the same floor shall belong to the Buyer and the said common wall or walls separating the said Unit from other Unit or Units on the same floor shall jointly belong to the Buyer and Buyer or Buyers of other such Unit or Units.
- (c) The proportionate indivisible share in the land covering the plinth of the Building shall jointly belong to the Buyer and the Buyers of other Units in the said Building.
- (d) The Buyer shall be entitled, without any ownership rights, to the exclusive use of Parking facility (Open / Covered);

PART – II
OF THE SCHEDULE “C” ABOVE REFERRED TO
PAYMENT SCHEDULE

The said total amount of Rs. _____ (Rupees _____ Only), mentioned in Part-I hereinabove shall be paid by the Buyers to the Builder in installments as follows.

Payment Terms	(Amount in Rs.)
1. At the time of booking (on)	000000.00
2. Within 30 days of booking (by)	000000.00
3. At the time of possession	000000.00
Total	-----

(Rupees _____ only)

Amount received till the date of agreement:-

(Cheques subject to realization)

Date

Amount

Schedule 'D' Above referred to

SPACE	FLOORING	WALLS	CHAUKHATS	DOORS	WINDOWS	FIXTURES/ FITTINGS
Living / Dining/ Lobby	Vitrified Tiles	Acrylic Emulsion of pleasing reputed brand as per Architect's suggestions	Folded Steel Section	35mm Flush Door with Beading/ Skin Dorrs with night latch, magic eye & premium handle	UPVC or annodised windows with 4mm thick clear float glass.	Modular electrical switches with sockets and fan regulators.
Master Bedroom	Vitrified Tiles	Acrylic Emulsion of pleasing reputed brand as per Architect's suggestions	Folded Steel Section	35mm Flush Door with Beading/ Skin Doors & premium handle	UPVC or annodised windows with 4mm thick clear float glass.	Modular electrical switches with sockets and fan regulators.
Bedroom	Vitrified Tiles	Acrylic Emulsion of pleasing reputed brand as per Architect's suggestions	Folded Steel Section	35mm Flush Door with Beading/ Skin Doors & premium handle	UPVC or annodised windows with 4mm thick clear float glass.	Modular electrical switches with sockets and fan regulators.
Kitchen	Ceramic Tiles	2 ft ceramic tiles dado above platform & Acrylic Emulsion of pleasing reputed brand as per Architect's suggestions	N/A	N/A	UPVC or annodised windows with 4mm thick clear float glass.	An L-shape platform in black granite with stainless steel sink with drain board & provision for hot & cold water supply
Toilet	Ceramic Tiles	Ceramic Tiles up to Height of	Folded Steel Section	35mm Flush Door with	UPVC or annodised	Jaquar or equivalent C.P.

		7ft		Beading/ Skin Doors & premium handle	windows with 4mm thick clear float glass.	fittings & semi-recessed counter type wash basin with Chinaware of ROCA brand or equivalent, mirror, towel rail & health faucets in all toilets and glass curtain in master toilet
Balcony	Ceramic Tiles	Exquisitely designed classical exteriors finished in high quality acrylic paint of reputed brand	Anodised Aluminum of UPVC	Sliding Aluminum UPVC/ Anodised door cum Window	N/A	N/ A
ELECTRICAL WORK	All electrical wiring in concealed conduits with copper wires. Convenient provision & distribution of light and power plugs and provision for electrical chimney above platform, gas pipe line and water purifier in kitchen.					
STRUCTURE	Earthquake resistance RCC Frame structure as per-the design of structural consultant.					
TELEPHONE/T. V.	Points will be provided in drawing/dining room and in all bedrooms. Intercom will be provided through the authorized phone company or EPABX.					
LIFT	Gearless high speed automatic lift in each block with generator backup.					
PIPED GAS	Piped gas provision in the kitchen will be provided.					
GENERATOR	Power backup in common areas and in each apartment.					
AIR-CONDITIONING	Provision for A/C in all bedrooms and living room [no air conditioners are being provided.]					
OTHER FACILITIES	Provision for washing machine point will be provided at suitable location & Provision for DTH Television broadcast.					

Note : All Building plans, layouts, specifications etc are tentative and subject to variations and modifications as may be decided by the architect/company. Accessories shown in the layout plan of the flats such as furniture, cabinets, electric appliances etc. are purely indicative and not part of sale offerings.

