

## CONSTRUCTION AGREEMENT

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

### BETWEEN

**M/s. ASHIANA HOUSING LTD.** [PAN No. AADCA9093P], a Company incorporated under the provisions of the Companies Act, 1956, [CIN No. L70109WB1986PLC040864], having its Registered Office at 5F, Everest, 46 /C, Chowringhee Road, Kolkata, West Bengal and Local Office at No.10, First Floor, GJ Complex, First Main Road, CIT Nagar, Chennai-600 035, represented by its Authorized Representative \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) authorized vide Board Resolution dated \_\_\_\_\_ [hereinafter called the "**Developer**", 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)];

and

**Mr./Mrs./Ms.** \_\_\_\_\_, W/o, S/o, D/o Mr. \_\_\_\_\_, aged about \_\_\_\_\_ years, R/o \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) (PAN \_\_\_\_\_) jointly with **Mr./Mrs./Ms.** \_\_\_\_\_, W/o, S/o, D/o Mr. \_\_\_\_\_ aged about \_\_\_\_\_ years, 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].

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

### WHEREAS:

- A. The M/s Escapade Real Estate Pvt. Ltd. (hereinafter referred to as the Land Owner) purchased the parcel of land admeasuring 45 acres and 05 ½ cents under various survey numbers situated at Sengundram Village, Govindapuram Hamlet, Maraimalai Nagar Municipal Limit, Chengalpet, Taluk, Kancheepuram District, Tamil Nadu (more particularly described in **Part I of Schedule-A** attached hereto and hereinafter referred to as "**Entire Land**") from Mr. S.

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Devaraj and 72 others vide a registered sale deed dated 07.05.2007, and the same was registered as Doc no. 6596/2007 in the Office of Joint II Sub-Registrar – Chengalpet, Chennai. Accordingly, the Land Owner became the absolute owner of the Entire Land.

- B. The Land Owner has taken approvals as per requirement of the applicable law(s), from the Director, Town and Country Planning, Chennai, Tamil Nadu (hereinafter referred to as “**DTCP**”) for developing the Entire Land.
- C. The Land Owner as contemplated in the norms of Town and Country Planning Department has released and relinquished a portion of the Entire Land admeasuring 16088.63 sq mt. and 5651.02 sq. mt. for road and 18260.76 Sq. mt. towards open space reservation area in favour of Maraimalai Nagar Municipality Chengalpet vide two (2) gift deeds dated 21/05/08 and 05/05/13 respectively as per Development Rules and the same were registered as Document No.4449/ 2008 and 5026/ 2013 respectively in the Office of the Joint-II Sub-Registrar, Chengalpet, Chennai.
- D. The Land Owner is developing/has developed a portion of the Entire Land as a villas project consisting of Villas and plots under the name of “**Villa Viviana**”.
- E. The Land Owner has bestowed the Development Rights over the remaining portion of the Entire Land in favor of the Developer and has nominated, constituted and appointed the Developer to be the true and lawful attorney in its name and on its behalf to do, execute, perform or cause to be done, execute and perform from time to time, at its sole discretion all or any of the acts, deeds, matters or things in relation to the project for the marketing, selling, development and construction on the remaining portion of Entire Land measuring 20 acres and 20 cents (hereinafter referred to as the **Project Land**) more particularly described in **Part II of Schedule A** on the terms and conditions as enumerated in the Power of Attorney dated 3<sup>rd</sup> December, 2014. The said Power of Attorney (hereinafter referred to as the **POA**) has been duly registered with the Office of the Joint-II Sub-Registrar, Chengalpet, Chennai as Document No.14815/ 2014 Book No. [1] and is currently valid and in force.
- F. In furtherance of rights vested in the Developer by virtue of the aforesaid Power of Attorney, the Developer framed a scheme for development of a residential project for senior living to be known as “**Ashiana Shubham**” on the **Project Land** as fully described in **Part II of the Schedule A**. **Ashiana Shubham** is a theme based senior living project to cater the needs of a particular category of the society and therefore the Land Owner and the Developer have derived following special terms and conditions to be mandatorily complied by the Allottee(s) at all times :

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- (i) The resident whether as Owner, tenant or licensee or the spouse of the said resident(s) should be atleast 55 years of age at the time of occupancy;
  - (ii) The resident and his spouse do not suffer from any contagious disease or alzheimer and are not terminally ill or of unsound mind at the time of admission or occupation of the apartment.
  - (iii) On allotment and possession of the apartment, the Allottee(s) shall be at liberty to let out or grant lease/rent/license of the apartment to anyone who fulfils the conditions mentioned in Clauses (i) and (ii) above;
  - (iv) The children/grand-children or other relatives or friends below the age of 55 years may stay with the resident or his/her spouse or the tenant or the licensee, as the case may be, for a period of short duration/stay as decided from time to time in consultation with **Senior Living Community Council**. However, unmarried/widowed daughter can stay with the resident on a permanent basis. Senior Living Community Council means a council of allottees of Ashiana Shubham as nominated or appointed by the Developer for the first time and thereafter by the allottees themselves.
- G. For convenience and ease of construction, sales and marketing Whole Project “**Ashiana Shubham**” has been divided into various phases with the clear intent to integrate all phases into one upon completion of the Whole Project, Party of the First Part has already developed/ is developing “**Ashiana Shubham Phase I**” on **Phase I Land**, **Ashiana Shubham Phase II**” on **Phase II Land** and **Ashiana Shubham Phase III**” on **Phase III Land**, “**Ashiana Shubham Phase IV-A** on **Phase IV-A Land** and now is in the process of constructing and developing another phase “**Ashiana Shubham Phase IV B**” on **Phase IV B Land** and has reserved the remaining project land for future development, which shall solely be decided by the Developer, with the intent to merge the past and future development on the remaining Project Land with the Whole Project upon completion of development on Project Land. “**Ashiana Shubham Phase IV B**” is free from all encumbrances and is earmarked for the purpose of development of a residential group housing project comprising of 03 Blocks A, D and F Block. The Party of the First Part have obtained requisite sanctions, authorizations, consents, no objections, permissions and approvals from the appropriate authorities for construction and development of the project on **Phase IV B Land** vide Planning Permit No 20/2020/A1 dated 13.01.2020 issued by Commissioner, Maraimalai Nagar, Municipality, Maraimalai Nagar.
- H. Ashiana Shubham Phase IV B has been registered with the Real Estate Regulatory Authority (“**RERA**”) on \_\_\_\_\_ and its Registration Certificate No. is \_\_\_\_\_. This Registration is valid for a period of \_\_\_\_\_.

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\_\_\_\_\_ years commencing from \_\_\_\_\_, unless renewed by RERA. The details of the Land Owner, Developer and Ashiana Shubham Phase IV B are also available on the website (www.tnrera.in) of RERA.

- I. According to the prevailing laws/ customs and practices in the State of Tamil Nadu, any person desirous of owning an apartment in a real estate project is required to purchase undivided interest/ share in the land and for the same purpose, such person is required to enter into an agreement for sale for purchase of undivided interest/ share in the land along with construction agreement for the purpose of undertaking construction of the corresponding apartment on undivided interest/ share in the land.
- J. The Allottee(s) further undertakes and confirms to comply with all the terms and conditions of this Agreement during his/her occupation. Furthermore, the Allottee(s) also acknowledges that in the event of his default in complying with any of the terms and conditions of this Agreement, including but not limited to all those set out hereinabove in **Paragraph F**, the Allottee(s) is aware that the Owners Association or Management Agency shall be entitled to initiate necessary recourse.
- K. The Allottee(s) prior to execution hereof, has taken inspection of all the documents in respect of the Whole Project, including all sanctions, authorizations, consents, no objections, permissions and approvals issued by appropriate authorities and has also performed due diligence of the **Entire Land** including but not limited to the **Project Land/ Phase IV B Land** and has fully satisfied himself/ herself/themselves about the rights, interest and title of the Land Owner and the Developer in Ashiana Shubham / Ashiana Shubham Phase IV B and the Project Land / **Phase IV B Land** as well as the right to plan, develop, construct, sell and market the undivided share in **Phase IV B Land** as per the prevailing bye-laws/ guidelines of DTCP, Tamil Nadu and/ or any other government authority and the Allottee(s) has understood all limitations, restrictions and obligations in respect thereof. The Allottee(s) assures the Land Owner and the Developer that the investigations by the Allottee(s) are complete and the Allottee(s) is fully satisfied that the Land Owner and the Developer are competent to enter into this Agreement. The Allottee(s) further agrees to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued/to be issued by the governmental/competent authority(ies) in this regard to the Land Owner & the Developer from time to time.
- L. The Allottee(s) desirous of owning an apartment in the Ashiana Shubham Phase IV B has entered into an Agreement for Sale with the Developer for purchase of undivided share in **Phase IV B Land** (more particularly described in **Part- IV**

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**of Schedule- A** hereunder and hereinafter referred to as “**UDS in Phase IV B Land**”) and secured the right to appoint Developer to construct an apartment as per the scheme formulated by the Developer.

M. The Allottee(s) has now applied for construction of an apartment in Ashiana Shubham Phase IV B and the Developer has agreed to construct and allot apartment as fully detailed in **Schedule B** hereunder (“**Unit**”).

N. The Parties have decided to reduce the terms and conditions mutually agreed upon in writing through these presents.

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

**1.0 DEFINITIONS:**

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

**1.1 “ACT”** means Real Estate (Regulation & Development) Act, 2016.

**1.2 “APPLICABLE LAWS”** shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Tamil Nadu including Real Estate (Regulation & Development) Act, 2016, Tamil Nadu Real Estate (Regulation and Development) Rules, 2017 and any other law which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Tamil Nadu, as may be in force and effect during the subsistence of this Agreement and applicable to the development / construction / sale of the Ashiana Shubham Phase IV B.

**1.3 “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 Developer may appoint from time to time as the architect for the Whole Project.

**1.4 “AUTHORITY”** shall mean Chennai Metropolitan Development Authority (“CMDA”) and/or Director Town and Country Planning (“DTCP”), Government of Tamil Nadu.

**1.5 “ALLOTTEE(S)”** shall mean and include:

(a) If the Allottee(s) be an individual then his/her heirs, executors, administrators, legal representatives, successors and permitted assigns;

(b) If the Allottee(s) be a Hindu Undivided Family, then its karta and member(s) for the time being, their survivors and respective heirs, executors, administrators, legal

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representatives and permitted assigns;

(c) In case the Allottee(s) be a Partnership Firm, then its partners for the time being, their respective heirs and executors, administrators, legal representatives and permitted assigns; and

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

**1.6 “CARPET AREA”** means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment. Explanation— For the purpose of this clause, the expression "**exclusive balcony or verandah area**" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s); and "**exclusive open terrace area**" means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s).

**1.7 “BUILT UP AREA”** means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area.

**1.8 “BUILDING”** shall mean the Block No. \_\_\_\_\_ in which the Allottee(s) has been allotted the Unit.

**1.9 “COMMON AREAS AND FACILITIES OF THE WHOLE PROJECT”** shall mean and include such common areas, facilities, equipment’s and spaces developed/ to be developed as a part of Whole Project upon Project Land which are meant AND/OR reserved for common use and enjoyment of the occupants of the Whole Project (as defined herein-below) and occupants of future development, if any upon the Project Land, and more particularly detailed in the **Part I of Schedule E** attached hereto, except as specifically excluded as per the terms of this Agreement.

**1.10 “COMMON AREAS AND FACILITIES OF SAID PROJECT”** shall mean such common areas, facilities, equipment’s and spaces which are to be developed within Ashiana Shubham Phase IV B upon the **Phase IV B Land** and more particularly detailed in **Part I of Schedule E** attached hereto and forming part of common areas of Whole Project.

**1.11 “LIMITED COMMON AREAS AND FACILITIES OF THE WHOLE PROJECT”** shall mean those common areas and facilities which are designated in writing by the

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Promoter before the allotment, sale or transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartments as detailed in Clause 17.6.

**1.12 “INTEREST RATE”** means the State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per Act and Rules.

**1.13 “DELAY PAYMENT CHARGES”** means the charges payable by the Allottee(s) to the Developer for delay in payment of any due amount, installment, charges, etc. at the rate of State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.

**1.14 “EARNEST AMOUNT”** shall mean 10% of Construction Cost.

**1.15 “ENTIRE LAND”** shall mean the land admeasuring 45 acres and 05 ½ cents more particularly described in **Part I** of **Schedule ‘A’** annexed herewith.

**1.16 “HE OR HIS”** shall also mean either she or her in case the Allottee(s) is a female or it or its in case the Allottee(s) is a partnership firm or a company.

**1.17 “INFRASTRUCTURE AND BASIC AMENITIES CHARGES”** shall mean the infrastructure and basic amenities charges levied by Tamil Nadu Government on Ashiana Shubham while approving Building Plans of the Whole Project.

**1.18 “MANAGEMENT AGENCY”** means Ashiana Maintenance Services LLP, a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008, having its Registered Office at 5F, Everest, 46/C, Chowringhee Road, Kolkata - 700 071, or such other person or agency as may be appointed in place and stead of Ashiana Maintenance Services LLP in terms of the Agreement for Operation and Management of the Whole Project.

**1.19 “RESERVED CAR PARK”** means an enclosed or unenclosed, covered or open area which is sufficient in size to park vehicles and which may be provided in basements and/or stilt and/or podium and/or independent structure built/open area for providing parking spaces and/or parking provided by mechanized parking arrangements and which is not a garage.

**1.20 “PROJECT LAND”** shall mean the portion of Entire Land admeasuring 20 acres & 20 cents more particularly described in **Part II** of **Schedule ‘A’** annexed herewith.

**1.21 “PHASE I LAND”** shall mean the portion of Project Land admeasuring 11135.4 sqm (119860 sqft).

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**1.22 “PHASE II LAND”** shall mean the portion of Project Land admeasuring 12361.1 sqm. (133005.43 sq. ft.)

**1.23 PHASE III LAND”** shall mean the portion of Project Land admeasuring 15942.12 sqm. (171600.98 sq. ft.)

**1.24 “PHASE IV A LAND”** shall mean the portion of Project Land admeasuring 13,382 Sqm. (144043.85 sq.ft.)

**1.25 “PHASE IV B LAND”** shall mean the portion of Project Land admeasuring 9,196.63 Sqm. (98991.70 sq. ft.) more particularly described in **Part III of Schedule “A”** annexed herewith on which Ashiana Shubham Phase IV B or the Said Project is proposed / being developed.

**1.26 “ASHIANA SHUBHAM PHASE I”** shall mean part of the Whole Project being constructed and developed on the portion of the Project Land comprising of flats, common areas and facilities, all improvements and structures thereon and all easements, rights and appurtenant and belonging thereto named as **Ashiana Shubham Phase I**.

**1.27 “ASHIANA SHUBHAM PHASE II”** shall mean part of the Whole Project being constructed and developed on the portion of the Project Land i.e Phase II Land comprising of flats, common areas and facilities, all improvements and structures thereon and all easements, rights and appurtenant and belonging thereto named as **Ashiana Shubham Phase II**.

**1.28 “ASHIANA SHUBHAM PHASE III”** shall mean part of the Whole Project being constructed and developed on the portion of the Project Land i.e Phase III Land comprising of flats, common areas and facilities, all improvements and structures thereon and all easements, rights and appurtenant and belonging thereto named as **Ashiana Shubham Phase III**.

**1.29 “ASHIANA SHUBHAM PHASE IV A”** shall mean part of the Whole Project being constructed and developed on the portion of the Project Land i.e Phase IV A Land comprising of flats, common areas and facilities, all improvements and structures thereon and all easements, rights and appurtenant and belonging thereto named as **Ashiana Shubham Phase IV A**.

**1.30 “SAID PROJECT”** shall mean group housing project comprising of group housing flats and common areas and facilities, being constructed and developed upon Phase IV B Land as per approved plans, after obtaining all the necessary permissions and approvals in accordance with Applicable Laws, known as **“Ashiana Shubham Phase IV B”**

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**1.31 “SUPER AREA”** means the area at which Units / flats were sold before coming into force of RERA and more particularly described in **Note (i) of Schedule B** annexed herewith.

**1.32 “WHOLE PROJECT”** shall mean housing project known as “**Ashiana Shubham**” developed/ to be developed on the Project Land comprising of all the Units/ flats, Parking facility, etc. constructed / to be constructed in several buildings on the Project Land.

**1.33 “OWNER’S ASSOCIATION”** shall mean Ashiana Shubham Owner’s Association, an association formed/to be formed by the Owners of the Units/apartments in the Whole Project as per **clause (e) of sub-section (4) of Section 11 of the Act**.

**1.34 “THE BUILDING PLAN”** shall mean the plans and designs of buildings constructed/ to be constructed on the **Phase IV B Land** which has been duly approved/ to be approved by the authority including any variations therein which may subsequently be made by the Developer and/or Architect(s).

**1.35 “UDS IN PHASE IV A LAND”** shall have the meaning ascribed in **Clause L** and more particularly described in **Part IV of Schedule B**.

**1.36 “UNIT”** shall mean the flat to be constructed and as explained and detailed in the **Schedule “B”** of this Construction Agreement as per the specifications mentioned in **Schedule “D”** attached herewith and the layout plan of the same is annexed herewith as **Annexure- II**.

## **2.0 ALLOTMENT:**

**2.1** The Allottee(s) and the Developer hereby agree that the Developer shall construct and deliver to the Allottee(s), a unit on **UDS in Phase IV B Land**, in Ashiana Shubham Phase IV B, proposed to be constructed by the Developer on the **Phase IV B Land**, for a consideration as mentioned in **Part I of the Schedule “C”** hereunder written (hereinafter referred to as “**Construction Cost**”).

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

**3.1** The Construction Cost as per Part I of Schedule C shall be paid by the Allottee(s) to the Developer only as and in the manner set out in **Part II** of the **Schedule “C”** hereunder written (hereinafter referred to as “**Payment Plan**”). The Allottee(s) is aware that the Construction Cost and other amounts may vary from person to person and the Developer would be entitled to at its sole discretion to arrive at the Construction Cost and the

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Allottee(s) undertakes and agrees not to question such pricing of the Construction Cost **Phase IV B Land** of the Unit.

- 3.2** In addition to the Construction Cost, Allottee shall be liable and responsible to pay all taxes, GST, cess or any other similar taxes which may be levied, in connection with the construction of the Ashiana Shubham Phase IV B. The Allottee(s) shall also be liable to pay reducible maintenance deposit, upfront maintenance charges, document charges, stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Sale Deed, Sub-lease Deed etc., in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). Details of Construction Cost and other charges as above payable by the Allottee(s) to the promoter has been particularly described in **Part I of Schedule C**.
- 3.3** The Promoter represents that as per the prevalent industry practice at Chennai, Tamil Nadu, the Promoter is required to execute separate agreements for UDS in land and for construction. The Promoter is registered under the category of ‘composite supply of works contract’ under the Goods and Services Act, with services chargeable to tax @ effective rate of 18% and is eligible to avail the benefit of input tax credit. We have been determining the cost of the Unit after taking into consideration such input tax credit.

W.e.f 1st April, 2019, the government brought about amendments in the GST regime for real estate developers and reduced the GST chargeable to 5% /1%, without availing input tax credit, for supplies made under the category of ‘construction services of single dwelling or multi dwelling or multi-storied residential buildings’.

We are bifurcating our documentation into two parts i.e. UDS agreement and Construction agreement and there is lack of clarity of the above amendments and rate of GST on such transaction. Therefore, we have approached the Hon’ble Authority for Advance Rulings in Tamil Nadu to understand the appropriate classification of construction services supplied by us and the consequent applicability of tax, which is still pending before the authority for its ruling.

The promoter represents that at present it is charging tax @ 5% or 1%, as the case may be on the total unit value comprising of UDS in land and construction cost. However, if in future it is ruled by the Authority that the tax is applicable @ 18% on the construction value only as shown in the construction agreement, then under such condition the Allottee will be liable to pay the taxes and arrears, subject to adjustment of input tax credit, if any, to the Promoter accordingly.

- 3.4** The Construction Cost has been detailed in **Part I of the Schedule “C”** hereunder written. In case any difference is found in the Carpet Area and Balcony Area of Unit at the time of taking final measurement after completion of the Building, the difference in Construction Cost shall be adjusted accordingly. The decision and certificate of the

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Architect with regard to measurement shall be final and binding on both the Allottee(s) and the Developer.

- 3.5** The Construction Cost 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, which may be levied or imposed by the competent authority from time to time.
- 3.6** The Developer undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall quote the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee(s).
- 3.7** The Allottee(s) shall make the payment as per the Payment Plan. The Developer shall periodically intimate to the Allottee(s), the amount payable as per Payment Plan and the Allottee(s) shall make payment within the time stipulated in the demand letter. The Allottee(s) authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer may in its sole discretion deem fit and the Allottee(s) undertakes not to object/demand/direct the Developer to adjust this payment in any manner. The Allottee(s) expressly waives requirement(s) if any of service of any notice of such appropriation.
- 3.8** The Allottee(s) agrees that the payments of all statutory charges like Infrastructure and Basic Amenities Charges (IBAC), etc. levied / leviable or any increase thereof by Director, Town and Country Planning, Chennai (DTCP) or any other government and local authority shall always be solely to the account of the Allottee(s), to be borne and paid by the Allottee(s) in proportion of the Carpet Area plus Balcony Area of the Unit to the total Carpet Area plus Balcony Area of all the Units in the Whole Project. The said charges (if any) shall be payable by the Allottee(s) and all the other allottees to the Developer as and when demanded. The Allottee(s) agrees not to delay or withhold or postpone the payments due for any reason whatsoever and in the event of the Allottee(s) delaying, with holding or defaulting the payments any consequential sufferance or damages shall be at the risk and cost of the Allottee(s).
- 3.9** The Allottee(s) agrees and understands that except the Unit as described in **Schedule- B** attached hereto, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in Ashiana Shubham Phase IV B/Whole Project. Such un-allotted saleable spaces shall remain the exclusive property of the Developer and Land Owner, which they shall be free to deal with, in accordance with Applicable Laws.

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**3.10** The Allottee(s) hereby agrees and acknowledges that the Developer shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.

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

**4.1** That as on the date of this Agreement, the Allottee(s) has made the payment of sum as mentioned in **Part II of Schedule “C”** in the manner mentioned therein towards Construction Cost.

**4.2**The Allottee(s) shall make the payment of balance Construction Cost and other payments as per this Agreement in accordance with Payment Plan.

**4.3**The Allottee(s) shall make all the payments under this Agreement by cheque or demand draft in the name of “ASHIANA SHUBHAM PH4 UO AHL MASTER COL AC”.

**4.4**The time is the essence with respect to the Allottee(s) obligations to pay the Construction Cost along with other payments such as applicable stamp duty, registration fee and other charges stipulated under this Construction Agreement to be paid on or before due date or as and when demanded by the Developer.

**4.5**The Allottee(s) shall not delay, withhold or postpone the payments due as per the Payment Plan, on whatever reason and in that event, Allottee(s) shall be responsible for any consequential sufferance or damages and they shall adhere to clause 7.1 mentioned herein.

**4.6**The Developer has further informed the Allottee(s) and the Allottee(s) is fully aware that the default in payment of due/ balance amount would affect construction of the entire Project as envisaged, as there are other Allottee(s) who have joined, and will from time to time join, the Scheme of purchase and construction of Units and delay in payment by the Allottee(s) shall effect the Whole Project.

**4.7**The Allottee(s) shall make timely payment of all amounts under this Construction Agreement as and when demanded by the Developer in accordance with the Payment Plan. In default of payment of any amount in time, the Allottee(s) shall be liable to pay Delay Payment Charges on all the amounts which become due and payable by the Allottee(s) to the Developer under the terms of this Construction Agreement.

**4.8**The right of the Developer to receive Delay Payment Charges as aforesaid shall not entitle the Allottee(s) to delay the payment of any installment on its due date under this Construction Agreement nor shall it amount to or be construed as a waiver on the part of

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the Developer of any of its rights, remedies and privileges in case of default amount towards the installment amount in the agreed manner by the Allottee(s).

**4.9** For all payments, the date of clearance of the demand draft/pay order/cheque shall be taken as the date of payment. The dishonor of the demand draft/pay order/cheque for any reason, shall entitle the Developer to charge from the Allottee(s) the cheque dishonour charges along with an additional amount of Rs.1,000/- towards administrative handling charges.

**4.10** The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Developer accepts no responsibility in this regard. The Allottee(s) shall keep the Developer 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 Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the application/allotment of the Unit in any way and the Developer shall be issuing the payment receipts in favour of the Allottee(s) only.

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

**5.1** The Allottee(s) declares that he is entering into this Construction Agreement after being fully understood, acquainted and satisfied with the title of the **Phase IV B Land**, Project details, pricing etc, and having full knowledge of the rules, regulations, applicable laws, his rights, duties, obligations etc. there under. Furthermore, the Allottee(s) acknowledges that the recitals stated above does hereby form a part and parcel of this Construction Agreement.

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5.2 The Allottee(s) shall carry out all internal repairs of said Unit agreed to be acquired by him at his cost and maintain it in good condition, state, order and repair and shall observe all the rules and by-laws of the competent authority. The Allottee(s) shall also always keep the Developer indemnified from all losses and payments which the Developer may hereto suffer or have to pay on the Allottee(s)'s behalf at any time in future.

5.3 The Allottee(s) has confirmed and assured the Developer prior to entering into this Construction Agreement that he has read and understood the Tamil Nadu Apartment Ownership Act, 1994, its corresponding Rules and Real Estate (Regulation and Development) Act, 2016 and its corresponding Rules and their implications thereof in relation to various provisions of this Construction Agreement and the Allottee(s) has further confirmed that he is in full agreement with the provisions of this Construction Agreement in relation to Tamil Nadu Apartment Ownership Act, 1994 and Real Estate (Regulation and Development) Act, 2016 and shall comply with the rules and laws whenever amended and made applicable and from time to time with the provisions of any other law(s) dealing in the matter.

5.4 The Allottee(s) declares and confirms that he shall strictly observe and abide by the special conditions of the Whole Project “Ashiana Shubham” set out in **Paragraph F** hereinabove and agrees and undertakes not to commit any breach thereof.

5.5 The Allottee(s) agrees and admits that it shall be lawful for the Developer or its nominee or the Management Agency to debar or prohibit entry of the Allottee(s) or any person claiming through the Allottee(s) into “Ashiana Shubham” including the said Unit in case the Allottee(s) or any person claiming through him does not fulfill the special conditions mentioned in Paragraph F hereinabove.

5.6 The Allottee(s) agrees, acknowledges and undertakes that:

- a) No immoral, improper, offensive or unlawful use shall be made of the said Unit or any part of the project. Further, the said Unit shall not be used in a manner which will be a nuisance or be obnoxious to the other occupants of the project. The Allottee(s) shall not do any act or omission which will make it difficult for the other Allottee(s)s to enjoy and make the best possible use of the Building and the project.
- b) The Allottee(s) shall adhere to and abide by all laws, bye-laws, rules and regulations of any Government having jurisdiction including the provisions of any other laws applicable earlier or made applicable hereafter to the said Unit/ Project and as maybe amended from time to time, and to pay all applicable taxes as may be due in respect of the said Unit and in respect of the **Phase IV B Land** and/or the Whole Project (in proportion to the Carpet Area plus Balcony Area of the said Unit).

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

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

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

6.1 The Developer shall endeavor to complete the construction of the Unit on or before **December 2025** including a grace period of seven months. The stagewise time schedule of completion of Ashiana Shubham Phase IV B is given in **Schedule F**. The Developer agrees and understands that, subject to timely payment of all the amounts by the Allottee(s) as per this Agreement, timely delivery of possession of the Unit is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the Unit as committed, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of Ashiana Shubham Phase IV B (“**Force Majeure**”). If, however, the completion of Ashiana Shubham Phase IV B is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Unit, provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented.

6.2 Save as provided herein, if the Developer is unable to give possession of the Unit to the Allottee(s) for the reason mentioned in **clause 6.1** above or on account of any reasonable cause, the Allottee(s) shall not be entitled to claim any damages whatsoever, but he shall have an option to surrender/ cancel the Unit and terminate this Construction Agreement as well as the Agreement to Sale and entitled to receive back the entire money paid by him to the Developer towards construction cost and towards UDS in **Phase IV B Land** together with interest from the date of such payment or payments until the date of repayment. With this payment the Developer will stand discharged from any further obligations under this Construction Agreement and Agreement to Sale.

6.3 The Developer, upon completion of construction of the Unit shall intimate to the Allottee(s) of the same at the last known address of the Allottee(s) by letter (“**Offer Letter**”) and the Allottee(s) shall take possession of the Apartment within 30 (thirty) days of receipt of such intimation, after making the full payment and/or deposit of all amounts becoming due by the Allottee(s) to the Developer under this Construction Agreement and

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Agreement to Sale and having complied with all the terms and conditions of this Construction Agreement and not being in default under any of the provisions of this Construction Agreement and Agreement to Sale and further subject to compliance with all the provisions, formalities, registration of this Construction Agreement, registration of sale deed of **UDS in Phase IV B Land**, payment of stamp duty and registration charges, documentation, payment of all amount due and payable to the Developer under this Construction Agreement and Agreement to Sale. The Developer shall not be liable in any manner whatsoever, for failure of the Allottee(s) to take over possession of the Unit.

**6.4** The Allottee(s) shall be deemed to have taken possession of the said Unit on the 30<sup>th</sup> day of the date of the notice of completion thereof as aforesaid (and such 30<sup>th</sup> day hereinafter called “**the deemed date of possession**”) irrespective of whether the Allottee(s) takes actual physical possession thereof or notwithstanding that the Developer has held the right of taking possession of the Unit from the Allottee(s) on account of the Allottee(s) failing to pay all pending dues under this Construction Agreement and/or Agreement to Sale.

**6.5** After the date of delivery of possession or “the deemed date of possession” of the said Unit to the Allottee(s), whichever be earlier, the Unit shall be at the risk and responsibility of the Allottee(s) and the Allottee(s) shall be liable to pay following charges to the Developer:

- (a) Delay Payment Charges on outstanding amounts under this Agreement and Agreement to Sale;
- (b) Holding Charges @ Rs. 5/- per Sq. Ft. per month for the period the Allottee(s) does not take the actual possession of the Unit;
- (c) Maintenance charges.
- (d) All statutory charges as may be applicable in respect of Unit.

**6.6** The Allottee(s) shall be solely responsible and liable for compliance of all the applicable laws including but not limited to Transfer of Property Act, 1882, the provisions of Indian Stamp Act, 1899/ Tamil Nadu Stamp Act, 2013 (or any modification thereof). The Allottee(s) further undertakes to indemnify and keep and hold the Developer indemnified and harmless against the claims, demands, actions, proceedings, losses, damages, recoveries, judgments, costs, charges and expenses which may be made or brought or commenced against the Developer for non compliance with any provisions of law in respect of the Unit and UDS in **Phase IV B Land**.

**6.7** The Developer shall hand over possession of the Unit to the Allottee(s) as committed subject to receipt of the entire consideration including the other payments (including Delay Payment Charges, penalties, withholding charges, maintenance charges, etc. as may be applicable) under this Agreement and Agreement to Sale. It is made abundantly clear that the obligation of the Developer to handover the Unit to the Allottee does not arise until the Developer receives the entire payment/s as mentioned herein.

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**6.8** After occupation, the Allottee(s) shall use the said Unit only for bonafide personal residential purpose of the Allottee(s) for which the said Unit is being acquired by him. Provided however, the Allottee(s) will be entitled to give his Unit on lease and license basis only for residential purpose with prior intimation to the Developer or the Management Agency of “**Ashiana Shubham**” according to the terms mentioned in Paragraph F.

**6.9** The Allottee shall not do or permit any agent / workers to carry out any work in the Apartment, until possession is handed over to the Allottee.

**6.10** It is agreed that after the deemed date of possession and /or the delivery of possession whichever be earlier, the Allottee(s) shall not be entitled to make any claim regarding any item of work, the material used for construction etc. and the Developer shall not be liable for any claim whatsoever for these or for any other such claim or claims.

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

**7.1 ALLOTTEE’S COVENANT:**

- a)** The Parties hereby agree and confirm that this Agreement and the Agreement for Sale for UDS entered into by the Allottee(s) shall co-exist and co-terminate.
- b)** The Allottee(s) shall be considered having committed a default, on the occurrence of any one or more of the following events:
  - (i) failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan and/or any other charges as per this Agreement and/or Agreement to Sale, despite having been issued notice in that regard;
  - (ii) delay/default by Allottee(s) under Clause 7.1 (b) (i) above continues for a period beyond 60 days after notice from the Developer in this regard;
  - (iii) after the issuance of Offer Letter as per **Clause 6.3** hereinabove, failure on the part of the Allottee(s) to make the payment of all the outstanding amounts as per this Agreement and Agreement to Sale, including deposit the stamp duty/registration charges/any other amounts due including Delay Payment Charges, penalties, if applicable, within 30 (thirty) days of issuance of the Offer Letter;
  - (iv) after the issuance of Offer Letter as per **Clause 6.3** hereinabove, the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Developer under this Agreement and Agreement to Sale, in execution

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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).

c) The Developer's rights/remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned **Clause 7.1 (b)** above shall be as follows:

(i) Upon occurrence of event of default mentioned in **Clause 7.1 (b)(i)** the Allottee(s) shall be liable to pay Delay Payment Charges on the overdue amounts for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Developer and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Developer;

(ii) Upon occurrence of event of default mentioned in Clause 7.1 (b)(ii), the Developer shall be entitled to cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;

(iii) Upon occurrence of event of default mentioned in Clause 7.1 (b)(iii),(iv),(v) and (vi) the Developer shall have the option to terminate this Agreement as mentioned in Clause 7.1(c)(ii). Further, in case of event of default under Clause 7.1(b)(ii), till the time Developer exercise the option to terminate this Agreement, Allottee shall be liable to pay amount as mentioned in Clause 6.5 hereunder.

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

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

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Allottee(s):

- (i) The Earnest Amount;
  - (ii) Any taxes, duties, cess, etc. deposited by the Developer to the concerned department/authority in respect of the Unit;
  - (iii) The Delay Payment Charges /amounts paid/payable by the Allottee(s) to the Developer as per Clause 7.1 (c)(i) and/or 7.1 (c)(iii), if applicable;
  - (iv) Stamp duty and registration charges, if any payable on the deed of cancellation.
- f) If the amount payable by the Allottee(s) under clause 7.1 (e) is more than the amount paid by the Allottee(s) under this Construction Agreement, then, the Developer shall have the right to claim and recover the difference between the amounts paid and the balance of amount payable by the Allottee(s) under clause 7.1 (e) from the Allottee(s).
- g) Without prejudice to the rights of the Party of the First Part under this Agreement, the Party of the First Part shall be entitled to file/initiate appropriate complaint /proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules /Regulations.

## **7.2 DEVELOPER COVENANT:**

- a) Subject to the Force Majeure clause, the Developer shall be considered under a condition of default, in the following events, namely: -
- (i) The Developer fail to provide ready to move in possession of the Unit to the Allottee(s), without any default on the part of the Allottee(s), within the time period specified in clause 6.1 above in this Agreement or fail to complete Ashiana Shubham Phase IV B within the time specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects.
  - (ii) Discontinuance of the Developer'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.
- b) In case of default by the Developer 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 Developer as demanded by the Developer. If the Allottee(s) stops making payments, the Developer shall

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correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or

- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Unit, along with interest calculated at Interest Rate within ninety (90) days of receiving the termination notice, simultaneous to the execution of cancellation agreement and registration thereof, if required:

Provided that where an Allottee(s) does not intend to withdraw from Ashiana Shubham Phase IV B or terminate the Agreement, he shall be paid, by the Developer, interest calculated at Interest Rate for the period of delay till the handing over of the possession of the Unit.

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

**8.1** The Allottee(s) agrees and undertakes to pay to the Developer 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 Developer or its assignee in this context would be only of collection of aforesaid rates & taxes etc. and deposit the same with the concerned authorities.

**8.2** The Allottee(s) agrees and undertakes to pay all applicable indirect taxes, including GST, on all the amounts paid/payable by the Allottee(s) under this Agreement and/or Agreement to Sale, as per the prevailing laws, within the stipulated time mentioned in the demand letter. Allottee(s) shall be liable to pay from the date of its application house tax/ property tax, fire fighting tax or any other fees, cess or as applicable under law as and when levied by any local authority. These taxes shall be paid by the Allottee(s) irrespective of the fact whether the operation and management is carried out by the Developer or its nominee or any other body or association of all or some of the Allottee(s) whether levied retrospectively or prospectively.

#### **9.0 CONVEYANCE AND REGISTRATION:**

**9.1** The Allottee(s) is aware that he is obliged to get register the Construction Agreement and Sale Deed for **UDS in Phase IV B Land** and any other document as required with the sub-registrar office in accordance with the laws of the State of Tamil Nadu and as per the Act as and when called upon to do so by the Developer and shall be solely liable to pay the applicable stamp duty, registration fees and other charges.

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**9.2** The stamp duty, registration charge and other charges if any, applicable at the time of registration of Construction Agreement, and/ or Agreement to Sale, Sale Deed **for UDS in Phase IV B Land**, conveyance or conveyances, transfer deeds, etc. in respect of the Unit shall be borne and paid by the Allottee(s) and that the Developer shall not be liable to contribute anything towards such expenses. Such expected costs, charges and expenses, shall be payable in advance by the Allottee(s) on demand being made by the Developer in this regard. The Allottee(s) shall be solely responsible for registration of the **UDS in Phase IV B Land** with the concerned Registrar / Sub-Registrar as per prevailing laws of the concerned State Government.

**9.3** All costs, charges and expenses, GST or other indirect taxes in connection with the costs of the preparing, executing and registering of the Agreement or Agreements, Sale Deed, conveyance or conveyances, transfer deeds and any other document or documents required to be executed by the Developer for preparation and approval of such documents shall be paid by the Allottee(s).

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

**10.1** The Allottee(s) understands that Ashiana Shubham, being a theme-based project specially designed to keep in mind the needs and requirements of the seniors of the society and therefore needs specialized care and maintenance by an agency which have requisite knowledge, experience and expertise. Further, one of the factors for the Allottee(s) to buy the Unit in Ashiana Shubham is that the Developer is known for appropriate standards of maintenance and management services in relation to its project through its associate Ashiana Maintenance Services, LLP (“**Management Agency**”). Management Agency has very rich and vast experience and expertise in the management and maintenance of large size high rise residential projects including senior living projects having all modern equipments, amenities and facilities such as club house, swimming pool, gym, STP, water treatment plant, power back up system, reticulated pipe gas network, video door phone, CCTV surveillance system or other modern security system, lifts, horticulture etc. The Allottee is aware that due to qualitative and cost-effective maintenance of a project, the Management Agency is able to maintain the beauty and aesthetic look of the project consistently which not only increases the life of the project but gives appreciation to the value of the project. Apart from qualitative maintenance of the project, Management 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 understands that other Allottees have also booked/bought Units in Ashiana Shubham Phase IV B because of the above characteristics of Management Agency Accordingly, the Management Agency is appointed to carry out the maintenance of Ashiana Shubham Phase IV B/Whole Project at competitive prices until its appointment is recalled and another Management Agency is

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appointed after notice period of six months by the Owners Association through a majority resolution.

**10.2** The Developer shall handover the Common Areas and Common Facilities of Ashiana Shubham Phase -IV to the Owners Association in accordance with the Applicable Laws.

**10.3** An Association of Owners for the Whole Project has been formed in accordance with the provisions of the Act and the rules made there under. All the Owners of the units/apartments in Ashiana Shubham Phase-IV and that of subsequent Phases of the Whole Project shall become members of the Association as and when asked for. Owners' Association shall have a set of bye laws (hereafter referred to as "**Bye-Laws**") which shall govern the Owners Association and the members of the Owners Association i.e. the unit owners in the Whole Project. All the owners of units/apartments in the Whole Project shall become members of the Ashiana Shubham Owners' Association by payment of membership fees and shall abide by the Bye-Laws of the Owners' Association. The Allottee(s) shall become member of the Owners' Association by signing necessary forms/documents for the Unit and hereby undertakes to comply with the Bye-Laws in letter and spirit.

**10.4** The Allottee agrees to pay, at the time of possession, a reducible interest free management deposit to be determined or fixed by the Promoter from time to time, to the Promoter or its assignee. It is expressly agreed and understood that the deposit made by the Allottee on account of management fee is limited to the Allottee or his heirs on succession and the benefit of such deposit shall not be available to any voluntary transferee or assignee of the Allottee and upon such voluntary transfer being made such transferee and/or assignee shall be required to make fresh deposit on account of management fee at the then prevailing rules and rate and upon such deposit being made by such transferee and/or assignee the Promoter or its assignee shall refund the management fee for unutilized period to the Allottee.

**10.5** Immediately after expiry of fifteen years from the date of possession of the Unit the Allottee shall make fresh deposit on account of management fee in accordance with the then prevailing rules and rates.

**10.6** The Allottee(s) shall not raise any objection, if any changes or modifications are made in the Bye-Laws as may be required by the Registrar of societies or other competent authority as the occasion may demand. After the handover of Common Areas and Facilities of Ashiana Shubham Phase IV B to Owners Association as per the Act, it shall be the responsibility of the Owners Association, to run and maintain the Common Areas and Facilities of Ashiana Shubham Phase IV B along with Common Areas and Facilities of the Whole Project, and to determine from time to time the rate and amount of combined expenses and outgoings for the Common Areas and Facilities of Ashiana Shubham Phase IV B and Common Areas and Facilities of the Whole Project recoverable

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proportionately from the Allottee(s) and from all other parties and the Allottee(s) agrees that he shall be liable to pay the said combined expenses and outgoings and other dues to the Owners Association, from time to time & regularly.

**10.7** The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Facilities of the Ashiana Shubham Phase IV B 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.

**10.8** 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.

**11.0 SANCTIONS AND APPROVALS:**

**11.1** The statutory approvals, including State and Central Government approvals/permissions including amendments / modifications / alterations, its departments, local bodies, authorities, Chennai Metropolitan Development Authority, Tamil Nadu Electricity Board, Corporation of Chennai, and all other concerned authorities, may mandate the Developer to handover certain percentage of land to the statutory authorities concerned, as a condition for granting approval. The Developer shall have absolute discretion to determine and identify the portion of the land to be handed over for complying with the terms and conditions of statutory approvals.

**11.2** The Developer hereby covenants that Ashiana Shubham Phase IV B shall be constructed as per the approved building plan.

**11.3** The Allottee(s) is aware that the present plans sanctioned by the competent authority is valid for specific term, the Developer shall be responsible to get the approvals duly renewed, the Allottee(s) hereby give their specific consent and empower the Developer to file necessary renewal application with the appropriate authority and to comply with any statutory requirement for such renewal.

**12.0 INTERNAL INSURANCE:**

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

**13.0 DEFECT LIABILITY:**

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

**14.0 LOANS AND FINANCIAL ASSISTANCES:**

**14.1** The original conveyance deed relating to the **UDS in Phase IV B Land** will be under custody of the Developer till such all/last payments including Cost of Construction and extra amenities are paid/settled by the Allottee(s) to the Developer. However, if the Allottee(s) prefers to avail loan, the original conveyance deed in respect of **UDS in Phase IV B Land** shall be released directly to the mortgagee/banks/financial institutions, after obtaining a commitment letter from the mortgagee/banks/financial institutions. The Developer undertakes to furnish one set of photocopies of title deeds pertaining to **UDS in Phase IV B Land** to the Allottee(s). In the event of foreclosure of the loan by the Allottee(s) prior to handing over the Unit by the Developer to the Allottee(s), the Allottee(s) shall handover the original conveyance deed to the Developer and the Developer shall have the custody of the documents till such time all/last payment including cost of construction and extra amenities are paid/settled by the Allottee(s) to the Developer.

**14.2** The Developer hereby agrees and undertakes to furnish all papers and documents as and when required by the Allottee(s) for assisting the Allottee(s) in obtaining loans from banks or Financial Institutions. The Allottee(s) further agrees and hereby irrevocably authorizes the Developer to receive all loan amounts for and/or on behalf of the Allottee(s) and to retain all such loan amounts as and when received towards current and/or future installments payable by the Allottee(s) as detailed and set out in Payment Plan. It is however agreed by and between the Developer and the Allottee(s) that the Developer shall not be responsible in any manner whatsoever, in respect to the loan or loans arranged for the Allottee(s) and/or the Allottee(s)s of the units as aforesaid and the Allottee(s) and/or the Allottee(s)s alone shall be responsible for the timely repayment of the same. In the event of any default or delay in making of applicable payments to the Developer, including inter alia where the same is attributable to any non-disbursement, rejection or delay in the loan taken by the Allottee(s), the Developer shall be entitled to

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take recourse to all remedies available under applicable law and this Agreement including inter alia to terminate this Agreement.

**14.3** The Allottee(s) may at their option raise finances or a loan for purchase of the Unit, including through mortgage of the Unit (subject to obtaining of the no objection certificate from the Developer). However, it shall remain the sole responsibility of the Allottee(s) to ensure sanction of the loan and disbursement of the same as per the payment plan opted for by the Allottee(s).

**14.4** All the loan amounts availed by the Allottee(s) shall be directly disbursed/ released by the bank/ financial institution to the Developer and the same shall be treated as payments made on behalf of the Allottee(s).

**14.5** All the payments to be paid under this Agreement by the Allottee(s) to the Developer, apart from loan amount shall be paid directly by the Allottee(s) to the Developer.

**15.0 PARKING FACILITY**

**15.1** Promoter represents that Planning Authority has approved 352 car parking and 88 scooter parking in Ashiana Shubham Phase IV (Phase IV further divided into two parts i.e. Phase IV A and Phase IV B) including 32 visitor car parking. Out of the total parking, Promoter is already developing 176 car parking and 80 scooter parking in Phase IVA and remaining 176 car parking including 32 visitor car parking and 8 scooter parking are to be developed with Phase IV B.

**15.2** For the comfort of residents the Promoter has earmarked the car parkings in Phase IV a and B of Ashiana Shubham. In Phase IV A out of 176 car parks the Promoter has earmarked one car parking reserved for each 3 BHK and 2 BHK unit aggregating to 140 car parking in Ashiana Shubham Phase IV A and the balance 36 car parking shall be available for 1 BHK (865 sqft) units.

**15.3** Out of the balance 176 car parks available in Phase IV B, Promoter has earmarked one car parking for each 3 BHK and 2 BHK units aggregating to 140 car parkings. Out of the balance car parks in Phase IV B, 4 car parks are available for 1 BHK (865 sqft) units being developed with Phase IV A and 32 are visitor car parkings for both phases.

**15.4** The above distribution of car parking is understood and confirmed by the Allottee. As stated above, 40 car parking earmarked in Phase IV for 1BHK units (36 car parking in Phase IV A plus 4 in Phase IV B) and 32 visitor parking to be developed in Phase IV B shall be available for parking for 1 BHK unit Allottee(s) and visitors of the Project respectively on “first come first park basis”. In case of non availability of car parking 1 BHK unit Allottee or visitor may be denied entry of their car in the Project. Promoter represents that the scooter parking developed in the Project shall be on First

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come First park basis.

- 15.5** The Allottee(s) agrees and understands that the Reserved Car Park earmarked to the Allottee(s) is due to the Unit allotted to the Allottee(s) and does not have any independent legal entity detached or independent from the said Unit. The Allottee(s) agrees not to sell/ transfer/ deal with the earmarked parking space independent of the Unit.
- 15.6** The Allottee(s) of three BHK and two BHK unit undertakes to park his/her car strictly in the Reserved Car Park earmarked for him and not anywhere else in the Whole Project. Reserved Car Park earmarked to the Allottee(s) shall be meant exclusively for parking his/her car and under no circumstances the Allottee(s) will be allowed to park his/her car anywhere else in the Whole Project. Further the Allottee(s) agrees that Promoter or the Management Agency reserves the right to restrict the entry of additional vehicles owned by the Allottee(s) within the Whole Project. The Allottee(s) further agree that the Reserved Car Park, shall only be used as a vehicle parking slot and no construction of any nature, either permanent or temporary shall be raised thereon.

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

- 16.1**The Developer undertakes to develop Ashiana Shubham Phase IV B with good workmanship using standard materials, labour, materials, tools, machineries and other equipment for the purpose of construction or by appointing contractors/ sub-contractors, engineers and supervisors at their own choice and to take steps to complete the Unit within the time stipulated for completion of the same.
- 16.2**The Developer shall provide only electrical points. The Cost of all electrical fixtures and consumables like bulbs, fans, fittings etc shall be borne by the Allottee(s).

**17.0 GENERAL TERMS AND CONDITIONS:**

- 17.1** It is within the knowledge of and agreed by the Allottee(s) that the construction on the Project Land will be taken up in phases and the Allottee(s) shall have no objection to the same. The Allottee(s) is fully aware that during the course of construction there will be some unavoidable inconveniences to the Allottee(s) who have already moved to the completed buildings/units of Ashiana Shubham Phase IV B. Further, later on, if there is any change in Applicable Laws which permits further construction on any portion of the Project Land or any part of Ashiana Shubham Phase IV B, the Developer shall be entitled to undertake the said construction and the Allottee(s) shall not have any objection and

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shall consent to such further construction.

17.2 The Developer shall on completion of construction apply with the authority for completion certificate of the Ashiana Shubham Phase IV B.

17.3 The Allottee(s) shall have no claim save and except in respect of the said Unit hereby agreed to be acquired and detailed and explained in the **Schedule “B”** hereunder given, it is hereby agreed that all the unallotted spaces/units in the Whole Project shall remain the exclusive property of the Developer.

17.4 The Allottee(s) is aware that the Developer has made a payment to the government towards Infrastructure & Basic Amenities Charges and the Allottee(s) shall be liable to pay the said charges to the Developer in proportion to the Carpet plus balcony Area on possession.

17.5 It has been agreed that upon acquisition of the said Unit as detailed in **Schedule - B** the Allottee(s) shall have ownership rights only over the said Unit and the proportionate UDS in which the Unit is located. It has been made clear and the Allottee(s) agrees that the Allottee(s) shall have only the right to use of the Common Areas and Facilities of the Whole Project along with other occupants of the said Building/ Project subject to the timely payment of the maintenance charges for operation and management. The Allottee(s) further agrees that in the event of his failure to pay the charges for operation and management on or before the due date, the Allottee(s) shall cease to enjoy the right to use them till such time the outstanding charges for operation and management along with interest and penalties (if any) are paid. The Allottee(s) will have no right to claim or bring about any action for the division or partition of the common areas within the said Building/ Project at any time which shall forever remain impartible/ indivisible.

17.6 The Allottee(s) covenants with the Developer and through them with the Allottee(s) of other Units that he shall not ever demolish or cause to be demolished any part of the said Building or any part or portion of the other buildings nor shall be at any time make or cause to be made any new construction of whatsoever nature in the said Building or in the Whole Project or any part thereof. The Allottee(s) further covenants that he shall not make any additions or alterations to the said Unit without the previous consent in writing of the Developer/Owners Association and the local authority, which controls the development of this Entire Land/ area.

17.7 The Developer has informed to the Allottee(s) and the Allottee(s) has also understood that the Developer is developing only the Project Land and balance portion of the Entire land (i.e. the Entire Land minus the Project Land) has been developed/ being developed by the Land Owner alone. Further, there may be certain facilities and areas which are being used by the residents of the Units developed by the Land Owner on the Entire Land minus the Project Land and the Allottee(s) has no problem with it.

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**17.8** The Developer has informed to the Allottee(s) that the Land Owner has constructed a Club House with Swimming Pool and Gym and other recreational facilities and Club House is the property of the Land Owner. The Allottee(s) is aware that he shall have only the right to use of club house facility along with the residents of the Whole Project constructed on the Project Land as well as the residents/ Allottee(s) of the Project constructed by the Land Owner alone on the portion of the Entire Land. The Allottee(s) agrees to pay one-time club charges directly in favour of the Land Owner as and when asked by the Developer to pay and also agreed to pay monthly subscription as determined by the Developer and/ or the Management Agency from time to time.

**17.9** Provided always it is hereby agreed to by and between the Allottee(s) and the Developer that this Agreement for construction is distinct from the Agreement for Sale of undivided share entered into between the Allottee(s) and the Developer and the Land Owner but default in one shall be construed as default in the other and the rights and obligations of the Parties shall be determined accordingly.

**17.10** In case of security deposit is demanded by the Electricity Board/ Authorities, Municipal Authorities, or any other local authority for supply of electricity, water, gas or any other facility or utility or amenity, the Allottee(s) shall contribute proportionately towards such security or deposit as shall be determined by the Developer.

**17.11** The Allottee(s) shall not either by itself or through its servants or agents, bring heavy motor vehicles/heavy transportation beyond the designated hubs/limits without taking prior permission of the Developer or the Owners Association save and except for the limited purpose of transporting furniture, fixtures and other household items.

**17.12** The Allottee(s) shall not interfere or object to the construction of neighboring buildings, premises etc. constructed and to be constructed by Developer in accordance with the sanctioned plans on any grounds including but not limited to obstruction of outside view, light, air, ventilation, noise pollution, any easementary rights or for any other reason whatsoever.

**17.13** The Allottee(s) shall be liable for tax Deduction at Source (TDS) under Section 194 IA of Income Tax Act if applicable from time to time. Such TDS would be deducted from Construction Cost being paid to the Developer. On every payment, 99% amount is to be paid to the Developer and 1% amount is to be paid to Govt. of India (Income Tax Department), for the same Allottee(s) needs to issue certificate in form 16B to the Developer. The Developer shall not credit the amount in the account of the Allottee(s), till the time Allottee(s) has issued the certificate to the Developer.

**17.14** The Party of the First Part is looking to provide / establish Assisted Living Homes (care Homes) within the Whole Project. Assisted Living Homes are homes basically for those

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who require specific care services. Assisted Living Homes provide 24 hours' care and supervision depending upon the needs of the occupants. Under the circumstances of providing these facilities in project, the same shall be available for all i.e. non residents also. All residents / occupants of Assisted Living Homes shall be entitled to avail all the facilities and amenities provided / to be provided in the Whole Project and the Allottee(s) shall not interfere or object to this.

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

**17.16** Lawn Area, parking, storage or any other area exclusively earmarked for a particular Apartment(s) by the Promoter shall form part of Limited Common Areas and Facilities for exclusive use and enjoyment of owner / occupant of that Apartment to the exclusion of other Allottees.

**17.17** Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person, other than the Parties hereto any rights or remedies under or by reason of this Agreement or any transaction contemplated by this Agreement.

**17.18** Except as specified herein, the Allottee(s) shall not be entitled to assign any benefits, obligations or burdens under this Agreement to any third party without the prior written consent of the Developer. Subject to the foregoing, this Agreement shall ensure to the benefit of and be binding upon the Parties and their respective successors (including any successor by reason of amalgamation or merger of any Party) and permitted assigns.

**18.0 INDEMNIFICATION**

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<b>ALLOTTEE</b>		<b>DEVELOPER</b>

**18.1** The Allottee(s) shall, without prejudice to any other rights of the Party of the First Part, agrees to indemnify and keep fully indemnified, hold harmless and defend the Party of the First Part, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Party of the First Part or which the Party of the First Part may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or (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 Party of the First Part and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Party of the First Part within the time prescribed in Clause 6 and/or (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement as per Clause 6 and/or (vii) termination of this Agreement by the Developer due to any default/delay on the part of the Allottee(s).

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

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

**19.0 SPECIFIC PERFORMANCE:**

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

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

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**20.1** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the said Unit/Building/ Project shall equally be applicable to and enforceable against any and all occupier, tenants, licenses and/or subsequent Allottee(s) of the said Unit as the said obligations go along with the said Unit for all intent and purposes.

**20.2** The Allottee(s) hereby agrees that the assignment of the Allottee(s)'s right under this Agreement to any third party shall be subject to the prior written permission of the Developer and further agrees to pay to the Developer an assignment fee of \_\_\_% of the Construction Cost (“**Assignment Fee**”).

**21.0 NAME OF THE WHOLE PROJECT:**

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

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

**22.1** The Developer/ Owners Association shall have rights of unrestricted access of all Common Areas and Facilities, parking spaces of the Whole Project, for providing necessary maintenance services and the Allottee(s) agrees to permit the Developer/ Owners Association to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**23.0 USAGE:**

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

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

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

**25.0 ADDITIONAL CONSTRUCTIONS:**

**25.1** The Developer undertakes that it has no right to make additions or to put up additional structure anywhere in Ashiana Shubham Phase IV B after the building plan, layout plans, sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

However, the Developer shall be free to make changes in the remaining phases of the Whole Project and the proposed alteration / revision will not impact in any way the development of Ashiana Shubham Phase IV B. The Allottee hereby confirms that he / she has no objection in this regard.

**26.0 APARTMENT OWNERSHIP ACT:**

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

**27.0 ENTIRE AGREEMENT:**

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

**28.0 RIGHT TO AMEND:**

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

**29.0 SEVERABILITY:**

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

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law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

**31.0 FURTHER ASSURANCES:**

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

**32.0 PLACE OF EXECUTION:**

**32.1** The execution of this Agreement shall be completed only upon its execution by the Party of the First Part through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee(s), in 15 days after the Agreement is duly executed by the Allottee(s) and the Party of the First Part or simultaneously with the execution, this Agreement shall be registered at the office of the Sub-Registrar. Hence, this Agreement shall be deemed to have been executed at Chengalpattu Joint II, Chennai, Tamil Nadu.

**33.0 NOTICES:**

**33.1** All the letters, receipts or notices referred to in this Agreement shall be in writing and shall be deemed to be properly given and served on the party to whom such notice is to be given if sent either by registered A.D. post, courier, email or speed A.D. post to the party at their respective addresses specified below:-

<b>M/s. ASHIANA HOUSING LTD</b>	<b>Allottee(s)</b>

		<b>For Ashiana Housing Ltd</b>
		<b>Authorized Signatory</b>
<b>ALLOTTEE</b>		<b>DEVELOPER</b>

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 Developer or the Allottee(s), as the case may be.

**34.0 JOINT ALLOTTEE(S):**

**34.1** In case there are Joint Allottee(s), all communications/ correspondences shall be sent by Developers to and in the name of First Applicant whose name appears first and at the address given by him/ her, which shall for all intents and purposes to consider as properly served on all the Allottee(s).

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

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

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

**36.0 COPIES OF THE AGREEMENT:**

**36.1** This Agreement shall be entered in two copies and one original copy shall be retained by the Allottee(s) and other copy shall be retained by the Developer respectively.

**37.0 GOVERNING LAWS & JURISDICTION:**

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

**38.0 DISPUTES RESOLUTION:**

**38.1** All or any dispute arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual

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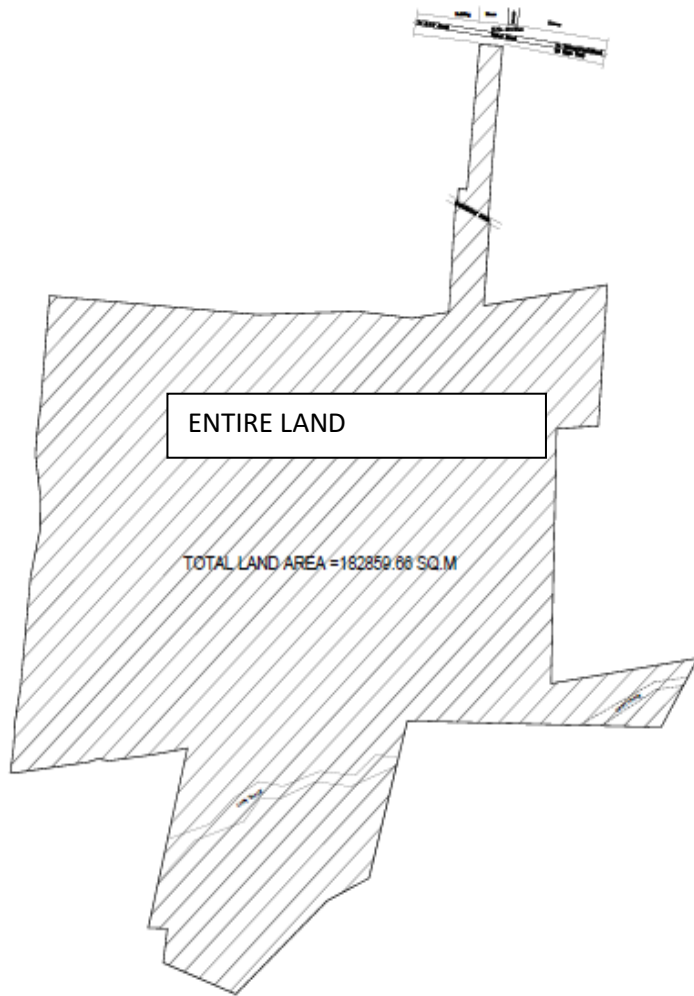
**PART I OF SCHEDULE A**  
**ABOVE REFERRED TO AS ENTIRE LAND**

All that piece and parcel of vacant lands measuring to a total extent of 45 acres and 5½ cents (182397.38 sq.mt – 19,62,596 Sq.ft.) and comprised in S.Nos. 388/4B (4 cents), 389/1 (46 cents), 394/11B (10 cents), 394/16 (13 cents), 394/21 (5 cents), 394/4 (42 cents), 438/7B (11 cents), 387 (1 acre and 2 cents) 388/6B (13 cents), 439/2B3 (33 cents), 439/3A1C (13 cents), 439/2B1(74 cents), 394/18 (18 cents), 394/14B3A (6 cents), 394/14B2 (17 cents), 390/7A (7 cents), 390/8 (7 cents), 390/3A (79 cents), 390/3B (79 cents), 383/1A (59 cents), 381/1A (2 acres and 32 cents), 381/3A (1 acre and 2 cents), 438/3 (22 cents), 438/4A (13 cents), 438/5 (22 cents), 438/6 (23 cents), 438/7A (20 cents), 388/3B (5 cents), 439/2A (36 cents), 439/3B (39 cents), 394/14B1 (12 cents), 439/3A1B (4 cents), 439/3A1D (12 cents), 394/14B3B (6 cents), 439/2B2 (7 cents), 439/3A1A (4 cents), 439/3A1E (15 cents), 389/4A (16 cents), 389/4C (15 cents), 388/2B (5 cents), 388/7 (2 cents), 388/8A (4 cents), 389/2A (26 cents), 389/2E (22 cents), 389/6B (10 cents), 389/6D (32 cents), 394/17A (10 cents), 394/19A (17 cents), 394/19C (11 cents), 438/4B (9 cents), 439/3A2 (69 cents), 437/8B (9 cents), 388/8B (4 cents), 389/2B (27 cents), 389/2D (18 cents), 389/3A (29 cents), 389/6A (10 cents), 389/6C (17 cents), 389/6E (11 cents), 394/8A (23 cents), 394/10B (17 cents), 394/11A (10 cents), 394/17B (15 cents), 394/19B (26 cents), 389/2C (6 cents), 394/13 (7 cents), 381/1B1 (1 acre and 53 cents), 383/1B (1 acre and 42 cents), 383/3 (15 cents), 390/4 (39 cents), 394/1 (46 cents), 394/6 (44 cents), 388/1D (5 cents), 394/24 (84 cents), 394/7 (28 cents), 394/32 (16 cents), 394/33 (15 cents), 394/34 (15 cents), 437/7 (20 cents), 438/2 (6 cents), 437/9 (18 cents), 390/2B2 (21 cents), 388/9A (7 cents), 388/9B (5 cents), 388/4A (5 cents), 388/5 (5 cents), 394/31 (12 cents), 437/1 (4 cents), 438/1 (15 cents), 394/25 (11 cents), 394/26 (10 cents), 437/4 (18 cents), 437/6 (37 cents), 390/2B1 (20 cents), 390/2B4 (22 cents), 437/8A (11 cents), 394/30 (13 cents), 394/27 (10 cents), 394/28 (13 cents), 394/29 (13 cents), 389/4B (28 cents), 388/6A (9 cents), 390/2A (80 cents), 437/2 (4 cents), 437/3 (6 cents), 439/1 (62.5 cents from and out of 1 acre and 51 cents), 394/2C (7 cents), 394/2D (2 cents), 394/2F (11 cents), 394/2B (2 cents), 386 (41 cents) (western portion from and out of 76 cents), 390/5 (38 cents), 390/7B (34 cents), 388/2A (6 cents), 388/3A (6 cents), 389/5A (32 cents), 389/5B1 (25 cents), 389/5B2 (23 cents), 394/20 (79 cents), 394/22 (42 cents), 394/23 (36 cents), 394/2A (12 cents), 394/2E (15 cents), 394/3 (44 cents), 381/1B2 (1 acre and 12 cents), 381/3B (18 cents), 381/3C (49 cents), 383/1C (6 cents), 390/1B (80 cents), 390/1A (80 cents), 390/6B (18 cents), 439/1 (88.5 cents – being the northern portion from and out of 1 acre and 51 cents), 390/6A (18 cents), 394/14B2 (8.5 cents out of 17 cents), 388/1C (4 cents), 388/1A (4 cents), 388/1B (2 cents), 386 (35 cents), 385 (72 cents), 394/5A & 8B2 (70 cents), 394/5B (86 cents), 394/10A (17 cents), 394/12 (58 cents), 394/14A (13 cents), 389/3A (20 cents), 389/4D1 (28 cents), 389/3B (140 cents), 384 (30 cents), 389/4D2 (26 cents), 394/8B1 (23 cents), 394/9 (22 cents), [393/12A1 (15 cents), 393/12A2 (15 cents), 393/12A3 (9 cents),

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393/12A4 (2 cents), 393/12A5 (10 cents), 393/12A6 (9 cents), 393/12A7 (9 cents), 393/15A2 (22 cents) 393/15B4 (7 cents) and as per Gramanatham the survey numbers are changed into 393/9, 10, 11, 12, 52, 51, 50, 8 and 54] 393/15B1 (5 cents), 393/15B2 (2 cents) & 393/15B3 (21 cents), 390/2B3 (20 cents) as per Patta Nos. 445, 242, 1745, 1759, 1666, 3631, 398, 1665, 1846, 137, 245, 66, 612, 3783, 3035, 1468, 213, 1894, 1626, 178, 1119, 1844, 1843, 1467, 1545, 850, 965, 961, 1111, 328, 1895, 154, 172, 547, 370, 185, 1554, 1303, 870, 248, 185, 328, 967, 253, 1470, 1317, 18, 9, 1896, 1944, 1470, 985, 18, 882 together with wells and service connections thereon; [as per New Patta Nos.4833 & 4885 stands in the name of M/s.Escapade Real Estate Pvt. Ltd.], situated at Sengundram Village, Govindapuram Hamlet, Maraimalai Nagar Municipal Limit, Chengalpet Taluk, Kancheepuram District, Tami Nadu and situated within the Registration District of Kancheepuram and Joint-II Sub Registration District of Chengalpet, Chennai, Tamil Nadu on a portion of which Villa Viviana is developed and as shown in map below

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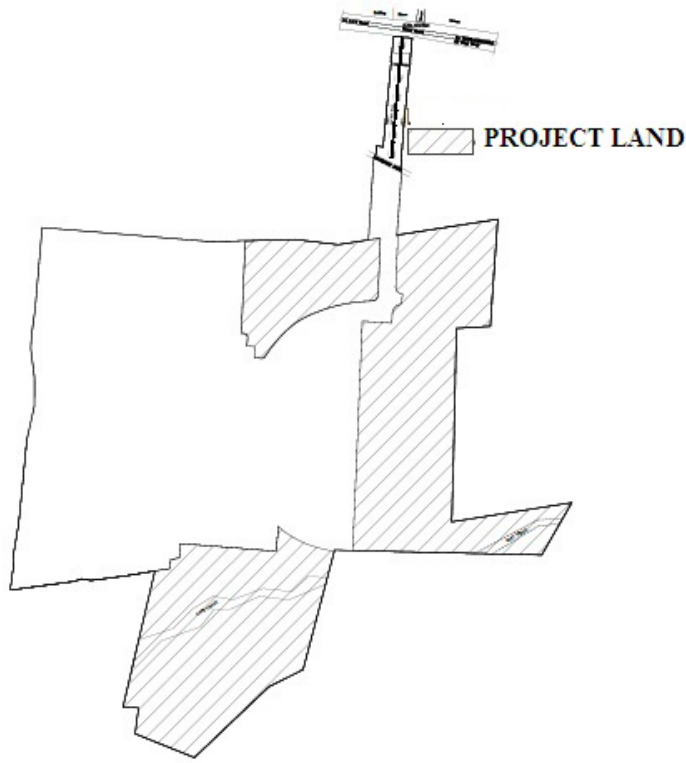


**PART II OF SCHEDULE A  
ABOVE REFERRED TO AS PROJECT LAND**

All that part and parcel of the portion of Entire Land measuring 20 acres and 20 cents under survey no. 381/1A(2.32), 381/1B1(1.53), 381/1B2(1.12), 381/3A(1.02), 381/3B(0.18), 381/3C(0.49), 383/1A(0.59), 383/1B(1.42), 383/1C(0.06), 383/3(0.15), 390/2B1(0.20), 390/2B2(0.21), 390/2B3(0.20), 390/2B4(0.22), 390/4(0.39), 390/5(0.38), 390/6A(0.18), 390/6B(0.18), 390/7A(0.07), 390/7B(0.34), 390/8(0.07), 394/1(0.46), 394/10A(0.17), 394/10B(0.17), 394/11A(0.10), 394/11B(0.10), 394/12(0.58), 394/14A(0.13), 394/14B1(0.12), 394/14B2(0.17), 394/14B2(0.08.5), 394/14B3A(0.06), 394/14B3B(0.06), 394/2A(0.12), 394/2B(0.02), 394/2C(0.07), 394/2D(0.02), 394/2E(0.15), 394/2F(0.11), 394/3(0.44), 394/4(0.42), 394/5A&8B2(0.70), 394/5B(0.86), 394/6(0.44), 394/8A(0.23), 394/8B1(0.23), 394/9(0.22), 389/4A(0.16), 384(0.07), 385(0.29), 386 (0.40.50), 387,

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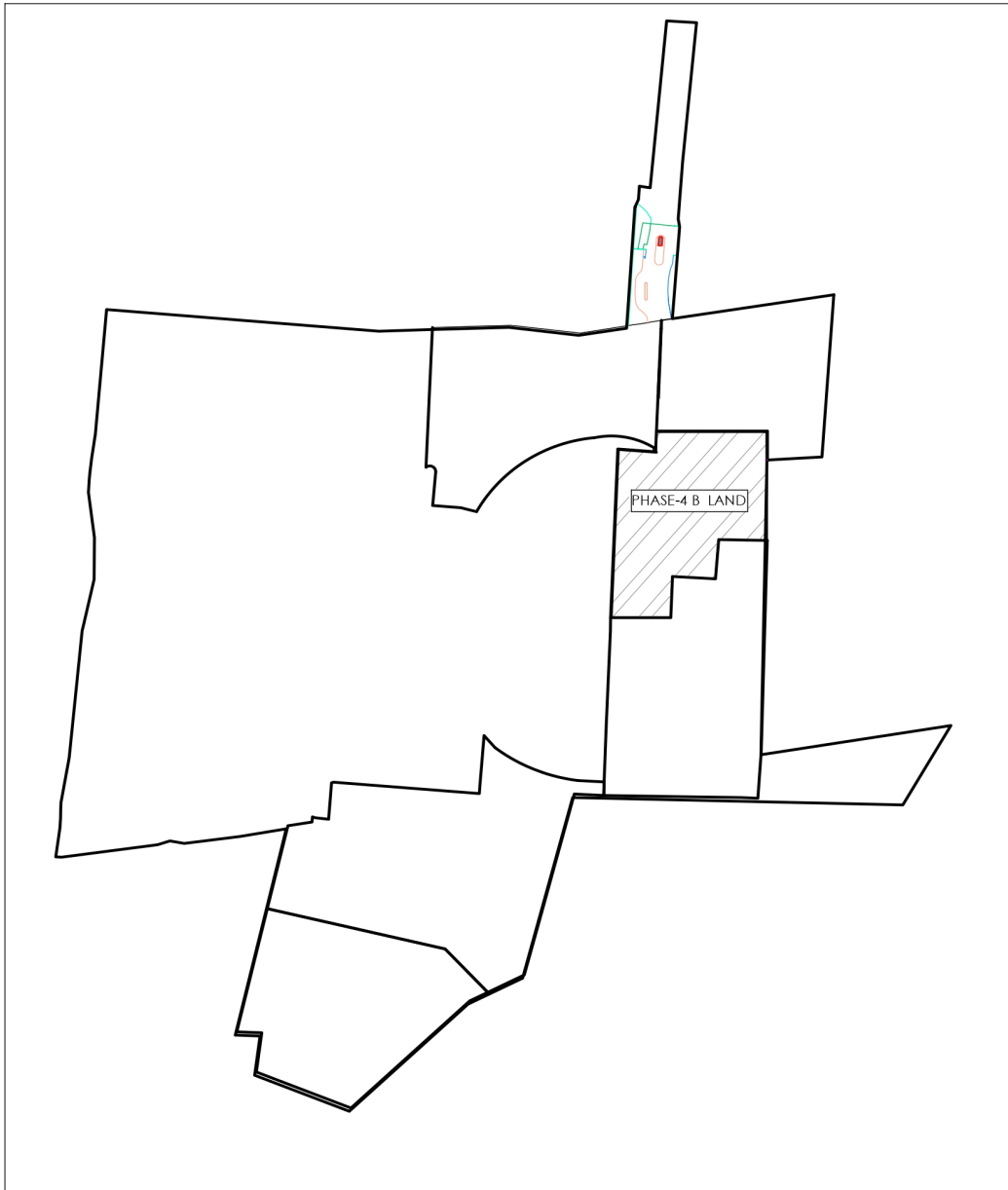
390/3A(0.79), 390/3B (0.79) situated at Sengundram Village, Govindapuram Hamlet, Maraimalai Nagar Municipal Limit, Chengalpet Taluk, Kancheepuram, Chennai, Tamil Nadu and as shown in map below-



**PART III OF SCHEDULE A  
ABOVE REFERRED TO AS PHASE IV B LAND**

All that part and parcel of the portion of the Project Land Project Land measuring 9,196.63 Sqm. (98991.70 sq. ft.) under Survey no. 390/2A Pt, 390/2B1 Pt, 390/2B2 Pt, 390/2B3 Pt, 390/3A Pt, 390/7A, 390/7B Pt, 390/8, 394/1 Pt, 390/2C Pt, 394/2D Pt, 394/2E, 394/2F, 394/3 Pt, 394/4 Pt, 394/5A Pt, 394/5B Pt, 394/6 Pt situated at Sengundram Village, Govindapuram Hamlet, Maraimalai Nagar Municipal Limit, Chengalpet Taluk, Kancheepuram, Chennai, Tamil Nadu and as shown in map below and bounded as follows-

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**Boundaries-**

<b>North by</b>	:	Land In Survey Nos. 391/1 PT, 6 PT, 2C PT, 2D PT, 3 PT, 4 PT, 5B
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		PT, 5A PT
<b>South by</b>	:	Land in Survey Nos. 390/2A Pt, 2B3 Pt, 3B Pt, 7B Pt
<b>East by</b>	:	Land in Survey Nos.391, 392
<b>West by</b>	:	Land in Survey Nos.390/2A Pt, 5A Pt, 5B Pt, 4 Pt

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

An undivided share admeasuring \_\_\_\_\_ sq m. (\_\_\_\_\_ sqft.) in the Phase IV B Land proportionate to the Carpet Area plus balcony Area of the Unit.

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

A Unit bearing No. \_\_\_\_\_ having Super Area \_\_\_\_\_ Sqm (\_\_\_\_\_ Sq.ft.) approx., carpet area of \_\_\_\_\_ sq.ft , and exclusive balcony area of \_\_\_\_\_ sq.ft on the \_\_\_\_\_ floor of the \_\_\_\_\_ Building together with undivided share or interest ad measuring \_\_\_\_\_ sqm (\_\_\_\_\_ sq. ft) approx. in Phase IV B Land situated at Sengundram Village, Govindapuram Hamlet, Maraimalai Nagar Municipal Limit, Chengalpet, Taluk, Kancheepuram District, Tamil Nadu which shall comprise of the following:-

**Note-**

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

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**PART – I OF THE SCHEDULE “C”**

Construction Cost for the said Unit having Super Area \_\_\_\_\_ Sqm (\_\_\_\_\_ Sq.ft.) approx., Carpet Area of \_\_\_\_\_ sq.ft, and exclusive balcony area of \_\_\_\_\_ sq.ft on the \_\_\_\_\_ floor together with undivided share or interest admeasuring \_\_\_\_\_ sqmtr (\_\_\_\_\_ sq. ft) approx. in Phase IV B Land shall be Rs. \_\_\_\_\_ /- (\_\_\_\_\_ Only).

<u><b>PARTICULARS</b></u>	<u><b>AMOUNT (in Rs.)</b></u>
Amount appropriated towards construction	= _____
net of discount	_____
	_____
	<u>_____</u>

**In case of down payment cases**

**Note:**

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

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**SCHEDULE 'D'**  
**SPECIFICATION**

1. **Foundation:** Reinforced cement concrete, isolated & combined footings/ strip foundation/ raft or load bearing rubble/ masonry or cast-in-situ bore piles and pile caps as per applicable Bureau of Indian Standards (BIS) codes. (refer note 14-j).
2. **Superstructure:** Reinforced cement concrete frame structure or load bearing masonry structure in accordance with applicable earthquake zone and Bureau of Indian Standards (BIS) codes (refer note 14-j).
3. **Walls**
  - a) Internal: Brick wall of Clay Bricks/Fly ash Bricks/AAC Blocks/Hollow Concrete Blocks/Solid Concrete Blocks
  - b) External: Same as above.
4. **Finishes - Wall**
  - i) Units
    - a) Master and all other bathrooms: Ceramic tiles up to 2.0 to 2.1 M height from floor level and above the tiles - sand-cement plaster and a coat of POP with coating of emulsion paint.
    - b) Kitchen: Ceramic tiles 0.60 meter from counter top and above the tiles - sand-cement plaster and a coat of POP with coating of emulsion paint.
  - ii) Common Areas -Internal Wall- Lift lobby in basement, stilt/ground floor and upper floors: Granite and/or marble and/or vitrified tiles and/or ceramic tiles and/or cement sand plaster and/or other local stone and/or combination of any two or more items with emulsion paint finish (wherever applicable).
  - iii) Common Areas - External Wall-All external walls including roof terrace, open terrace, balcony: Cement sand plaster with spray texture/coating and/or emulsion paint finish.
5. **Finishes -Floor**
  - i) Units
    - a) Living/Dining, entrance foyer, corridor leading to bedrooms: Vitrified / Ceramic Tiles-matt finish (600X600)

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- b) Bedrooms and study room: Vitrified / Ceramic Tiles-matt finish (600X600)
- c) Master and all other bathrooms: Ceramic Tiles (300X300 or other sizes up to 450X450) and/or combination
- d) Balcony: Ceramic Tiles (300X300 or other sizes up to 450X450 and/or combination) suitable quality glazed/matt finish
- e) Open Terrace: Kota stone/other local stone/ceramic tiles of appropriate quality/stone mosaic floor
- f) Internal staircase: Ceramic tiles (300X300 or other sizes up to 450X450 and/or combination) or marble/local stone or combination of tiles and stone
- g) Kitchen: Ceramic tiles (300X300 or other sizes up to 450X450 and/or combination) matt finish
- ii) Common Areas - Internal Floor
  - a) Lift lobby in basement, stilt/ground floor and upper floors: Ceramic tiles (300X300 or other sizes up to 600X600 and/or combination) or Kota stone/other local stone of appropriate size or combination of ceramic tiles.
  - b) Staircases and Staircase landing: Ceramic tiles of appropriate quality or semi polished kota stone or any other local stone or combination of tiles and mentioned stone.
  - c) Stilt area: Ceramic tiles of appropriate quality or semi polished kota stone or any other local stone or combination of tiles and mentioned stone.
  - d) Basement: Homogeneous cement floor of appropriate specification

## 6. Ceiling

### i) Units

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

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.

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

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

**Notes:**

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

Skirting of 75 to 100 mm wherever applicable

No skirting underneath kitchen platform

No tiles in cupboard area

No tiling work on top surface of loft

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

**7. Windows**

a) Bedrooms, drawing/dining and kitchen: 2 to 3 track aluminum/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 provision for flymesh shutter.

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

**8. Door**

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

**Notes**

All doors and door frames are enamel painted

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

**9. Bathrooms and kitchen**

Sanitary wares and fixtures

- a) All toilets except powder room
  - 1 wash basin fitted under/over marble/granite counter or 1 recessed wash basin factory moulded with same vitrified counter ledge.
  - 1 floor mounted EWC with 6 litre capacity dual flush type vitrified cistern with seat and seat Cover.
  - A stainless-steel curtain rod as per design of the Architect shall be fixed to segregate shower area from rest of the area in master toilet only. No curtain would be provided.
  - A single lever half/quarter turn CP basin mixer in wash basin, a single lever wall mixer with overhead shower and a spout in shower area.
  - 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
  - 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

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1 towel rod and a PTMT framed 3 to 5 mm thick mirror of min size 450mmX550mm

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 with 1 towel ring 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

1 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

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## Notes

Brand/make of bath fixtures

All Bath Rooms except staff room toilet

Sanitary wares: Hindware/Roca/Kohler/American Standard/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 like 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 authorized phone company or EPABX. Facility of DTH antenna installation for each unit is allowed only on the terrace and not in front of individual units.

## 12. Driveway and car park

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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

Hot water supply: Hot water from solar heater panel shall be connected to inlet pipe of hot water geyser in one of the toilets. Provision for geyser installation in toilets and kitchen.

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

Balcony and staircase railing: Balcony railing height is 1050 to 1100 mm and staircase railing height is 950mm.

Power back up: Diesel Generator sets of appropriate capacity to provide full back-up into common areas and 750 watt to each unit with stack is provided to fulfil designed requirement.

Washing machine: Provision is provided in suitable location.

### 14. Notes/Disclaimers

a) Wall: No tiles behind/below kitchen cabinets, Wall surface above the false ceiling may be left in its original bare condition.

b) Marble, Limestone and granite: Marble: Limestone and granite are natural stone materials containing veins with tonality differences. There will be colour and markings caused by their complex mineral composition and incorporated impurities. While such materials can be pre-selected before installation, this non-uniformity in the marble, limestone or granite as well as non-uniformity between pieces cannot be totally avoided. Granite is pre-polished before laying and care has been taken for their installation. However, granite, being a much harder material than marble cannot be re-polished after installation. Hence some differences may be felt at joints. The tonality and pattern of marble, limestone or granite selected and installed shall be subject to availability.

c) External Paints: External plastered surface of the buildings are painted of suitable quality as decided by the Architects. Paints are manufactured product from chemicals and specific grade of minerals/natural stone product. After application this paint is exposed to weatheric conditions. Ultra violet ray and weatheric conditions will affect life and sheen of the product and also would cause damages to the expected/designed protective properties of paints.

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Therefore, periodic maintenance including redoing of paints would be inevitable.

- d) **Materials, Fittings, Equipment, Finishes, Installation and Appliances:** The brand, colour and model of all materials, fittings, equipment, finishes, installation and appliances supplied shall be provided subject to architect's selection, market availability and the sole discretion of the vendor.
- e) **Air Conditioning System:** Provision for fixing of window/split air conditioner in drawing dining area & bedrooms are being provided. For Split A/C assigned spaces are earmarked on the elevation of the building for ease of access and to create uniformity for aesthetic purpose.
- f) **Timber:** Timber is a natural material containing grain/vein and tonal differences. Thus, it is not possible to achieve total consistency of colour and grain in its selection and installation. Timber has inherent property to react along with atmospheric changes, which results bending, twisting and cracking if not maintained well consistently.
- g) **Internet Access & Cable Television:** If the Purchaser requires internet access & Cable Television, the Purchaser will have to make direct arrangements with the Service Provider and/or such relevant entities/authorities for services to the Unit and to make all necessary payment.
- h) **Glass:** Glass, plain/clear/frosted, is widely used in residential developments and may break/shatter due to accidental knocks or other causes. In addition, glass is a manufactured material and the Purchaser may wish to note that it may not be 100% free from impurities. These impurities are not avoidable with quality checks and balances.
- i) **Tiles:** Tiles are manufactured from special kind of clay and other materials. Baking on very high temperature is an integral stage of manufacturing process and therefore, shades and flatness of each lot varies a little bit. Hence, Selected tile sizes and tile surface flatness cannot be perfect. Different quality assurance organizations like ISO 10545-2/ Singapore standard SS483:2000 had mentioned acceptable ranges. We, at Ashiana, has been taking utmost care while receiving materials and while install them to minimize these issues but they can never be avoided completely due to inherent properties of the material and therefore excellence in flatness, sizes and minor chips on edges cannot be guaranteed. To minimize such issue tiles are laid with spacers.
- j) **Design Experts:** Professionally qualified practicing consultants in the field are deployed to design different functions in compliance to applicable norms and guidelines. These functions are a) Architecture b) Structure c) Plumbing d) Landscape e) Fire Fighting and e) Power & Electrical. Design parameters set by such experts and applicability of their drawings and decisions are treated as final.

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- 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 this brochure and in constructing the models and show flats, the Developer and the Marketing Agents cannot be held responsible for any inaccuracies or omissions. Visual representations, models, show flat displays and illustrations, photographs, art renderings and other graphic representations and references are intended to portray only artist's impressions of the development and cannot be regarded as representations of the fact. Floor areas are approximate measurements and are Subject to final survey.
- n) All information, specifications, renderings, visual representations and plans are correct at the time of publication and are subject to changes as may be required by us and/or the competent authorities and shall not form part of any offer or contract nor constitute any warranty by us and shall not be regarded as statements or representation of fact. All facts are subject to amendments as directed and/or approved by the building authorities. All areas are approximate measurements only and subject to final survey. The Agreement to sell shall form the entire agreement between us as the Developer and the Purchaser and shall supersede all statements, representations or promises made Prior to the signing of the Agreement to sell and shall in no way be modified by my statements, representations or promises made by us or the Marketing Agents.

		<b>For Ashiana Housing Ltd</b>
		<b>Authorized Signatory</b>
<b>ALLOTTEE</b>		<b>DEVELOPER</b>

**Part I Schedule E**

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

1. Kids Play Area
2. Water Feature
3. Park
4. Badminton Court
5. Sewer System
6. Electrical Supply
7. Fire Fighting System
8. LPG Supply through Gas Bank
9. Gas Bank
10. Storm Water Drainage System
11. Power Back Up Service
12. DG Power backup

**Common Area Facilities and Amenities developed with Phase IV B**

1. Security System
2. Sewer System
3. Water Supply
4. Electrical Supply
5. LPG Supply through gas bank
6. Storm Water Drainage System
7. DG Power Back Up

**Note-**

The above referred common areas facilities and amenities shall be developed along with the phases in which they locate and will be common for all occupants of the Whole Project irrespective of the phase in which they locate. Upon completion of the Whole Project, all phases in the Whole Project shall be integrated as one and all the allottees of the Whole Project shall have equal right in the Common Areas facilities and amenities of the Whole Project and the allottee(s) shall not obstruct and/or cause any hindrance to any allottee belonging to any Phase in the Whole Project.

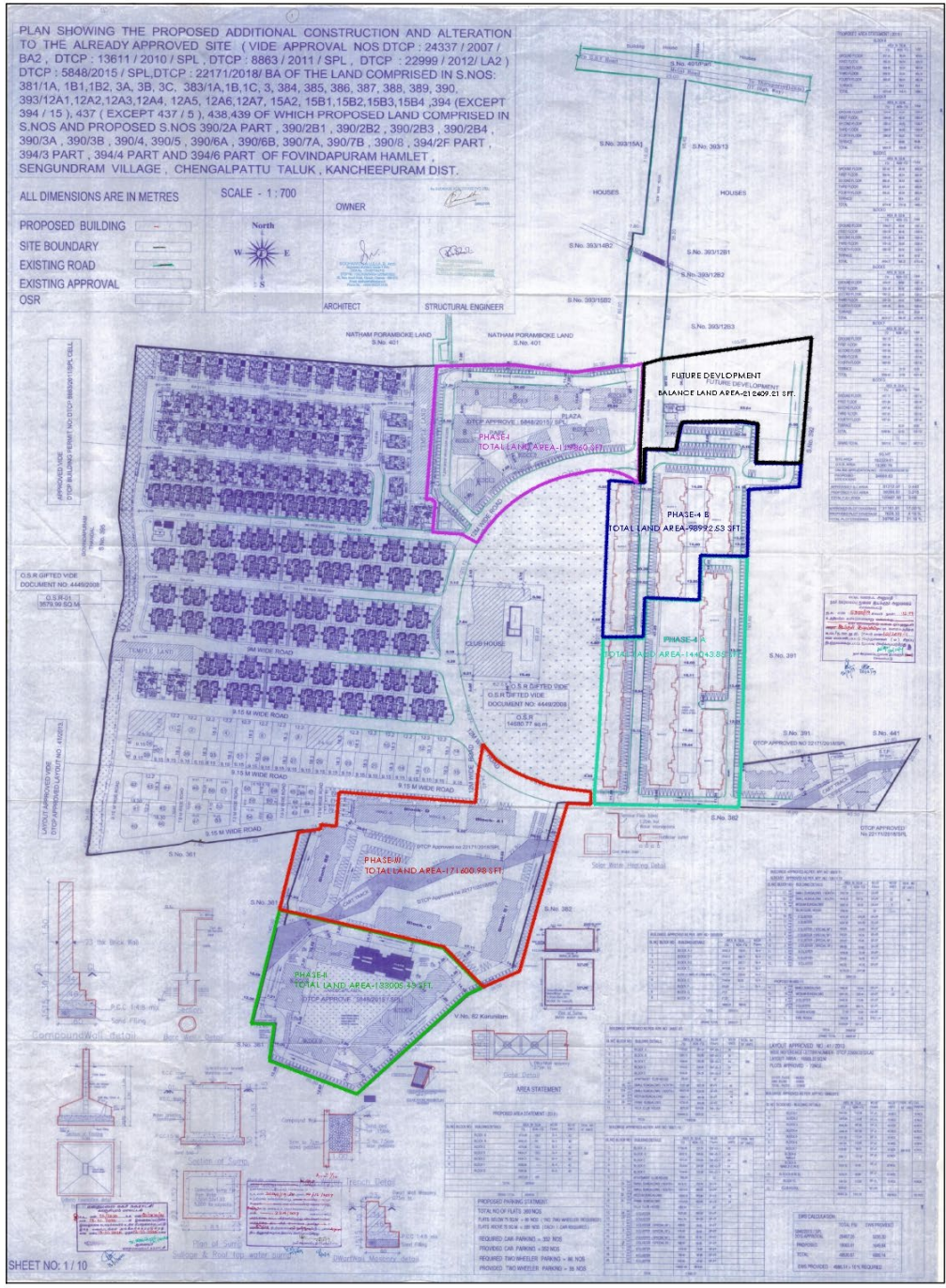
		<p><b>For Ashiana Housing Ltd</b></p> <p><b>Authorized Signatory</b></p>
<b>ALLOTTEE</b>		<b>DEVELOPER</b>

**Schedule F**  
**Stage wise completion detail**

<b>Sr. No.</b>	<b>Stage</b>	<b>Date by which the works are to be completed</b>	<b>Details of work to be completed</b>
1.	Completion of Structure of the Building	February, 2022	Foundation, RCC Super Structure
2	Completion of development works	March 2024	Brick Work, Internal Plaster, Tiles Work, External Plaster, POP Work, Door Shutter Fitting, Aluminum Window, Electrical Wiring & fittings and testing, Internal Painting, CP & Vitreous Fittings, External Painting, Fire Fighting, Lift, Solar
3	Obtaining completion certificate.	May 2025	
4	Grace Period of Seven Months	December, 2025	
5	Finishing and Handover	December, 2025	Hand Over

**Annexure-I**  
**Sanctioned Layout**

		<b>For Ashiana Housing Ltd</b>
<b>ALLOTTEE</b>		<b>Authorized Signatory DEVELOPER</b>



For Ashiana Housing Ltd

Authorized Signatory  
DEVELOPER

ALLOTTEE