

Photo of  
the  
Allottee

Photo of  
Promoter

### **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE (“Agreement”)** is executed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ Two thousand and \_\_\_\_\_.

### **BY AND BETWEEN**

**M/s. Ashiana Housing Ltd, (CIN No. \_\_\_\_\_)** a company incorporated under the Companies Act,1956 and having its Registered office at 11G Everest, 46/C, Chowringhee Road, Kolkata-700071 and Local office at Ashiana Trade Centre, Jamshedpur, Jharkhand. (**PAN \_\_\_\_\_**) through its Authorised Representative Mr. \_\_\_\_\_ (Aadhaar \_\_\_\_\_) duly authorized *vide* Board resolution dated \_\_\_\_\_(Copy enclosed as **Annexure I**) [hereinafter referred to as the “**Promoter**”, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its legal successor(s), administrator(s), executor(s) & permitted assignee(s) including those of the respective partners] of the **ONE PART.**

### **AND**

- 1. Bisco Steel Udyog Pvt. Ltd.** (PAN \_\_\_\_\_) a company incorporated under the Companies Act,1956 having its Registered office at 862, Jessore Road, Block B, Ground floor, Post Office Bangur, Kolkata, West Bengal- 700055 and local office at Santokh Mansion, First Floor, 'R' Road, Bistupur, Jamshedpur- 831001. (**hereinafter referred to as Owner 1**)
- 2. Shri Gajnand Bhalotia** (PAN \_\_\_\_\_) R/o Pushp Kunj, 43 CH Area, North West, PS Sonari, Jamshedpur. (**hereinafter referred to as Owner 2**)
- 3. Smt Pushpa Bhalotia** (PAN \_\_\_\_\_) R/o Pushp Kunj, 43 CH Area, North West, PS Sonari, Jamshedpur. (**hereinafter referred to as Owner 3**)

4. **Shri Krishna Bhalotia** (PAN \_\_\_\_\_) R/o Pushp Kunj, 43 CH Area, North West, PS Sonari, Jamshedpur. **(hereinafter referred to as Owner 4)**
5. **Shri Navin Kumar Bhalotia** (PAN \_\_\_\_\_) R/o Pushp Kunj, 43 CH Area, North West, PS Sonari, Jamshedpur. **(hereinafter referred to as Owner 5)**

Owner No. 1, Owner No. 2, Owner No. 3, Owner No. 4 and Owner No. 5 all are collectively hereinafter referred to as the **“Land Owners” acting through their Attorney**, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrator(s), executor(s)& permitted assignee(s) including those of the respective partners] of the **ONE PART**.

**AND**

Mr./Ms./Mrs. \_\_\_\_\_, Son/Daughter/Wife of Mr. \_\_\_\_\_, R/o \_\_\_\_\_ (Aadhaar \_\_\_\_\_) (PAN \_\_\_\_\_) jointly with Mr./Ms./Mrs. \_\_\_\_\_, Son/Daughter/Wife of Mr. \_\_\_\_\_, R/o \_\_\_\_\_ (Aadhaar \_\_\_\_\_) (PAN \_\_\_\_\_); hereinafter singly/jointly referred to as the **Allottee(s)**, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrator(s), executor(s)& permitted assignees) of the **OTHER PART**.

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

**INTERPRETATIONS/DEFINITIONS**

- I. In this Agreement, the following expressions unless repugnant to the context thereof shall have the meaning assigned thereto-
- a) **“ACT”** means Real Estate (Regulation & Development) Act, 2016.
  - b) **“APPLICABLE LAWS”** shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Jharkhand including Jharkhand Municipal Act, Real Estate (Regulation & Development) Act, 2016, Jharkhand Real Estate (Regulation and Development) Rules, 2017, Jharkhand Building Bye – Laws, 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 Jharkhand, as may be in force and effect during the subsistence of this Agreement and applicable to the development / construction / sale of the Said Project/Whole Project.

- c) **“ARCHITECT”** shall mean Mr. B.N.Sengupta and/or such other person(s) and/or firm(s) and/or company(s) whom the Promoter may appoint from time to time as the architect for the Said Project.
- d) **“APARTMENT”** shall mean a space in the Said Project/Whole Project intended and/or capable of being independently and exclusively occupied, having an entry and exit, and includes a flat and all such units or spaces intended to be used for any residential or commercial use such as office, shop, convenient shopping in any part of the Said Project/Whole Project.
- e) **“ALLOTTEE(s)”** means and includes:
  - i) If the Allottee(s) is an individual then his/her legal successor(s), executor(s), administrator(s), legal representative(s), and permitted assignee(s);
  - ii) If the Allottee(s) is a Hindu Undivided Family, then its karta and each of the member constituting HUF, their Heirs, executors, successors, administrators and permitted assignees;
  - iii) In case the Allottee(s) is a Partnership Firm, then its partners for the time being, their respective legal successor(s), executor(s), administrator(s), legal representative(s) and permitted assignee(s) including those of the respective partners; and
  - iv) In case the Allottee(s) is a limited company, then its legal successor(s), representative(s) and permitted assignee(s);
- f) **“BUILDING”** shall mean the building No./Tower No. \_\_\_\_\_ in the Said Project where the Allottee(s) has been allotted his “Unit”.
- g) **“BUILDING PLANS”** shall mean the plans and designs of buildings constructed or to be constructed on the Project Land (as defined herein-below), which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Promoter and/or Architect(s) in accordance with Applicable Laws.
- h) **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.

- i) “CARPET AREA”** means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment. Explanation.— For the purpose of this clause, the expression "**exclusive balcony or verandah area**" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s); and "**exclusive open terrace area**" means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s);
- j) COMMON AREAS AND FACILITIES OF THE WHOLE PROJECT** means Scheduled Land and such common areas, facilities, equipment and spaces in the Whole Project meant for common use of and enjoyment of all the occupants of the Whole Project (as defined herein-below) and more particularly detailed in **Part I of Schedule- D** attached hereto. However, such common areas, facilities, equipment's and spaces forms part of different phases of the Whole Project as detailed in **Part I of Scheduled- D** attached hereto and accordingly common areas, facilities, equipments and spaces which forms part of any particular phase shall be developed with that particular phase.
- k) COMMON AREAS AND FACILITIES OF THE SAID PROJECT** means such common areas, facilities, equipment's and spaces forming part of the Whole Project which are to be developed within the Said Project and more particularly detailed in the **Part- II of Schedule- D** attached hereto.
- l) “DELAY PAYMENT CHARGES”** means the charges payable by the Allottee(s) to the Promoter for delay in payment of any due amount, instalment, charges etc. at the rate of State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable at the time of registration of Project under RERA.
- m) EARNEST AMOUNT** shall mean 10% of the Total Price of the Unit.
- n) “ENTIRE LAND”** shall mean land admeasuring measuring 28328 **Sq. mtr** (7 Acres) shall more particularly described in **Part I of Schedule ‘A’**.

- o) **“INTEREST”** means interest payable by Promoter to the Allottee which is the State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules. The rate of interest shall be the rate prevailing on the date of registration of the Said Project under RERA.
- p) **LIMITED COMMON AREAS AND FACILITIES OF THE WHOLE PROJECT** means those common areas and facilities which are designated in writing by the Promoter before the allotment, sale or transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartments as detailed in **Clause 1.20**.
- q) **“OWNERS ASSOCIATION”** shall mean “Ashiana Aditya Owners ‘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.
- r) **“PROJECT LAND”** shall mean land admeasuring 12540 sqm, forming part of Scheduled Land, on which the Said Project is being developed and more fully described in **Part-III of Scheduled A**.
- s) **“PARA”** means Para of this Agreement.
- t) **“REGULATION”** means regulations made under the Act;
- u) **“RULES”** mean the Jharkhand Real Estate (Regulation and Development) Rules, 2017;
- v) **“SCHEDULE”** means the Schedule attached to this Agreement;
- w) **“SECTION”** means the Section of the Act.
- x) **“SCHEDULED LAND”** shall mean land measuring 26337 **Sq. mtr.** forming part of the Entire Land, on which the Whole Project is being developed and more fully described in **Part II of Schedule- A**.
- y) **“SAID PROJECT”** shall mean part of the Whole Project, being constructed and developed upon the Project Land and comprising of group housing flats, Common Areas and Facilities of the Said Project, all improvements and structures thereon

and all easements, rights and appurtenances belonging thereto and named as **“Ashiana Aditya, Phase II”**.

**z) “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.

**aa) “WHOLE PROJECT”** shall mean the residential project comprising of flats, parking facility, club house, other amenities and facilities etc. constructed / to be constructed in different phases upon the Scheduled Land and named as **“Ashiana Aditya”**.

**bb) “HE OR HIS”** shall also mean either she or her in case the Buyer is a female or it or it's in case the Buyer is a partnership firm or a limited company.

**II.** The words and expressions used herein but not defined in this Agreement and defined in the Act or in The Jharkhand Development Act, Building Bye Laws, or in Jharkhand Municipalities Act, or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

**WHEREAS THE PROMOTER DECLARES THAT:**

**A.** The Land Owner is the owner and is in possession of land measuring 28328 **Sq. mtr** sqmt (7 Acres) under various plot numbers 446(P), 447(P) and 558 (P) situated at Asangi, thana No.126, Adityapur Jamshedpur, in the State of Jharkhand and hereinafter referred to as **The Entire Land** purchased vide various sale deeds which have been more particularly detailed in **Part I of Schedule A** attached hereto.

**B.** Accordingly, the Land Owner became the absolute and lawful owner of the Entire Land and has legal title to the Entire Land with legally valid documents. Further, the Land Owner is in the lawful possession of the Entire Land and the Entire Land is free from all encumbrances.

**C.** The Land Owners being the absolute owner of the Entire Land entered into development agreement dated 16.12.2015 with the Promoter, which was duly registered on 16/12/2015 in the office of Sub-Registrar- Jamshedpur in Book 1, Deed No. 4099/3959, Page No. 83 to 290, Volume No. 239 (hereinafter referred to as “Development Agreement”), whereby, the Land Owner authorized the Promoter to develop the Whole Project i.e. **“Ashiana Aditya”** upon the Scheduled Land on the terms and conditions as enumerated in the Development Agreement. On the balance portion

of the Entire Land the Land Owner and the Developer agreed to develop a residential project comprising EWS units under the affordable housing policy and commercial units.

- D.** The Land Owners issued Power of Attorney in the name of Ashiana Housing Limited to develop or construct and issue/ execute allotment letter, flat buyer agreement with respect to the Whole Project.
- E.** The Scheduled Land is earmarked for the purpose of developing a residential project comprising of flats, shops etc after getting necessary permissions/approvals from concerned competent authorities and the Whole Project shall be known as **Ashiana Aditya**. The location details of the Whole Project being developed upon Scheduled Land is fully described in **Part II of Schedule A**.
- F.** For convenience and ease of construction, sales and marketing Whole Project **“Ashiana Aditya”** has been divided into various phases with the clear intent to integrate all phases into one upon completion of the Whole Project. Developer is in the process of constructing and developing Phase II of the Whole Project named as **“Ashiana Aditya Phase II”** on Project Land as described in **Part III of Schedule A**. **“Ashiana Aditya Phase II”** is free from all encumbrances and is earmarked for the purpose of development of a residential group housing project.
- G.** The Promoter and Land Owner are fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Developer and the Land Owner regarding the Scheduled Land on which Whole Project is to be constructed have been completed.
- H.** The Promoter has obtained the Building Plan final layout approvals for the Whole Project from Aditya Municipal Corporation, Adityapur, vide approval letter dated 28/06/18 bearing no. AMC/BP/0037/W09/2018.
- I.** The Promoter has obtained the Building Plan final layout approvals for the Whole Project from Aditya Municipal Corporation, Adityapur vide approval letter dated 28/06/18 bearing no. AMC/BP/0037/W09/2018. The Promoter agrees and undertakes that it shall not make any changes to Approved Plan of the Said Project except in compliance with Section 14 of the Act and other Applicable Laws.
- J.** The Said Project has been registered with the Real Estate Regulatory Authority (**“Authority”**) on dated \_\_\_\_\_ and the Said Project’s Registration Certificate No. is \_\_\_\_\_, This Registration is valid for a period of \_\_\_\_\_ years

commencing from \_\_\_\_\_, unless renewed by the Authority. The details of the Promoter and the Said Project are also available on the website (www. \_\_\_\_\_) of the Authority.

**K.** The details of the number, type and Carpet Area of Apartments for sale in the Said Project –

<b>Type of Apartment</b>	<b>3 BHK+ 3 TOILET</b>	<b>3 BHK+ 2 Toilet</b>	<b>2 BHK + 2 Toilet (L)</b>	<b>2BHK + 2 Toilet(S)</b>	<b>Shop</b>
<b>Total No. of Apartments</b>	50	50	50	50	1
<b>Carpet Area of each Apartment</b>	102.79 sq.m (1106.43 sft)	93.26 sq.m (1003.85 sft)	78.35 sq.m (843.35 sft)	71.86 sq.m (773.50 sft)	49.89 sq.m (537.01 sft)
<b>No. of balcony in each Apartment</b>	2	2	2	2	N.A
<b>Balcony area in each Apartment</b>	9.08 sq.m (97.73 sft)	8.55 sq.m (92.03 sft)	8.54 sq.m (91.92 sft)	8.47 sq.m (91.17 sft)	N.A
<b>Balcony-1 Area</b>	4.72 sq.m (50.80 sft)	4.52 sq.m (48.65 sft)	4.61sq.m (49.62 sft)	4.68 sq.m (50.37 sft)	N.A
<b>Balcony-2 Area</b>	4.36 sq.m (46.93 sft)	4.03 sq.m (43.37 sft)	3.93 sq.m (42.30 sft)	3.79 sq.m (40.79 sft)	N.A
<b>Built Up Area of each Apartment</b>	119.86 sq.m (1290.17 sft)	110.26 sq.m (1186.83 sft)	93.87 sq.m (1010.41 sft)	86.26 sq.m (928.50 sft)	54.64 sq.m (588.14 sft)
<b>Super Area of each Apartment</b>	148.74 sq. m. (1601 sq. ft.)	136.66 sq. m. (1471 sq. ft.)	116.22 sq. m.(1251 sq. ft.)	108.79 sq.m (1171 sq. ft.)	---

**L.** The Allottee(s) has applied for an apartment /Unit in the Said Project and deposited advance payment (hereinafter referred to as “Booking Amount”) and agreed to make timely and complete payments of the balance of Total Price of the Unit as per the payment plan.

**M.** The Allottee(s) has been allotted an apartment and pro rata share in the common areas more particularly detailed in **Schedule-B** attached hereto and hereinafter referred to as the “Unit”). The floor plan of the Apartment is annexed hereto and marked as **Schedule E** and specifications of Apartment are annexed and marked as **Schedule F**.

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



- O.** The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Said Project/Whole Project.
- P.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- Q.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Apartment as specified in **Schedule B**.

**NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:**

**1. TERMS:**

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the Apartment as specified in **Schedule B**.
- 1.2 The Total Price of the Unit is more particularly described in **Part I of Schedule C hereunder**.

**Explanation**

- i. The Total Price above includes the booking amount paid by the Allottee(s) to the Promoter towards the Apartment as mentioned in **Part I of Schedule C**. All other charges, which are specifically mentioned in this Agreement and does not form part of the Total Price, shall be paid by the Allottee(s) in addition to Total Price as per this Agreement.
- ii. The Total Price above is exclusive of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the the Allottee(s) to the Promoter as and when demanded up to the date of handing over the possession of the Apartment.
- iii. The Allottee shall also be liable to pay maintenance deposit, upfront maintenance charges, documentation charges, stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Sale Deed, Conveyance Deed etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). Details

of the Total Price as above payable by the Allottee(s) to the Promoter has been particularly described in **Part I of Schedule C**.

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

iv. The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in **Part I of Schedule C** to be paid in the manner provided in **Part II of Schedule C** hereunder and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of change/ modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

iv) The Total Price of Apartment includes pro rata share in the Common Areas of the Whole Project as provided in the agreement.

1.3 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges/taxes/levies or introduction of new charges/levies/taxes which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Part II of Schedule C**.

1.5 The Promoter has already received an advance/ booking amount from the Allottee(s) as mentioned in **Part II of Schedule C** and the Allottees(s) agrees and undertakes to pay the balance amount strictly in accordance with the payment plan given in **Part II Schedule - C** attached hereto.

Provided that if the Allottee(s) delays in payment towards any amount which is payable as per this Agreement, he shall be liable to pay Delay Payment Charges. The Allottee is aware that the taxes including GST shall be payable in addition to the Delay Payment Charges for delay in payment of any due amount under this Agreement.

1.6 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments for the period by which the respective installments has been preponed. The provision for allowing rebate and

such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee(s) by the Promoter.

- 1.7 The Allottee(s) shall be liable for all costs, charges and expenses [subject to maximum of Rs. 10000/- (Rupees Ten Thousand only) in connection with the costs of preparing, executing and registering of this Agreement or related agreements, conveyance or conveyances, sub lease deed, sale deed and any other document or documents required to be executed by the Promoter for preparation and approval of such documents.
- 1.8 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities in respect of the Unit or the Said Project without the previous written consent of the Allottee(s) and the Allottee(s) further agrees that such consent shall not be unreasonably withheld. The Promoter may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act. However, facilities/ services/ development works/ amenities, which are not part of the Said Project but will be provided as part of the subsequent phases of Whole Project, may be changed depending upon the nature, requirements and market demand and the Promoter shall not be liable for obtaining consent for the same from the Allottee(s), unless such modification/ alteration in the facility/ service/ development works/ amenities affect the Allottee(s) directly.  
Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of Section 14 of the Act.
- 1.9 The Promoter shall confirm the final Carpet Area that has been allotted to the Allottee(s) after the construction of the Building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the Carpet Area within the defined limit then the Promoter shall refund the excess money paid by Allottee(s) within 45 days with annual interest from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the Carpet Area allotted to Allottee(s) the promoter shall demand that from the Allottee(s) as per the next milestone of the Payment Plan. All these monetary adjustments whether refund or payment shall be made on the basis of Carpet Area and Balcony Area. Further Carpet Area shall be measured from brick to brick and balcony dimension shall be upto the outer edge of the balcony slab.

1.10 **Subject to Clause 9.3 the Promoter** agrees and acknowledges, the Allottee shall have the right to the Apartment or Plot as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Apartment.
- (ii) The Allottee(s) shall also have undivided proportionate share in the common areas. Since the share/ interest of Allottee(s) in the common areas is undivided and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. Further the right of the Allottee(s) to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Said Project/Whole Project.

1.11 The Promoter has conceived and planned various common areas, amenities and facilities in the Whole Project as detailed in **Part- I of Schedule D**. These common areas, facilities and amenities will be developed along with the phases in which they locate and 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 Promoter 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 Promoter and understood and agreed by the Allottee(s) that upon completion of the Whole Project, all phases in the Whole Project shall be integrated as one and all the Allottee(s) 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.

1.12 It is made clear by the Promoter and the Allottee(s) agrees that the Unit along with the parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Whole Project is an independent, self-contained project covering the Scheduled Land and is not a part of any other project or zone and shall not form a part of an/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee(s). It is clarified that the common areas and facilities of the Whole Project/Said Project shall be available only for use and enjoyment of the allottees of the Said Project/Whole Project. However, the allottee is aware that there are certain services like STP, water, ESS which are common for Whole Project and EWS/LIG units and the Allottee does not have any objection to the same.

1.13 The Allottee understands that the project comprises of open and covered parking spaces spread across the Whole Project. For day-to-day comfort of all residents the Promoter has earmarked parking space for the exclusive use of each unit. Those allottee(s) who have not availed the option of covered parking will be earmarked open parking.

Further, the Allottee(s) understand and agree that every Allottee(s) will be entitled to one parking duly earmarked and some units maybe earmarked with more than one parking and the parking so earmarked and the unallotted parking space shall form part of the Limited Common Areas and Facilities of the Whole Project.

1.14 The Allottee(s) understands that in order to maintain the administration of the Project, the Promoter has earmarked the parking spaces and the Allottee(s) undertakes to park his vehicle strictly in the parking space earmarked to him and not anywhere else in the Whole Project. The Parking Space earmarked to the Allottee(s) shall be meant exclusively for parking of specific number of vehicles and under no circumstances the Allottee(s) will be allowed to park vehicles more than the parking space earmarked for him or anywhere else in the Whole Project. Further the Allottee(s) agrees that the Promoter or the Owners Association reserves the right to restrict the entry of additional vehicles owned by the Allottee(s) within the Whole Project, in case the Allottee(s) has been allotted one parking space only.

1.15 The Promoter has informed the Allottee(s) and the Allottee(s) has agreed that the parking spaces are distributed in the Whole Project and shall be developed in phased wise manner. It may happen that in a Project there may not be sufficient parking spaces as compared to the number of Units developed in a particular Phase. In such a condition, the Promoter shall make temporary arrangements for parking the vehicles till the time permanent parking spaces are earmarked in subsequent phases. Further, allottee(s) of other phases may also be earmarked parking space in Ashiana Aditya Phase II and the Allottee shall not have any objection to this.

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

- 1.17 The Promoter shall be exclusively entitled to install its signage, hoarding, **any other** kind of branding for its any past, present and future project at any suitable place in the Project and the Allottee and the Owner's Association shall not have or shall not obstruct on utilization of this right by the Promoter.
- 1.18 The Allottee(s) agrees that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay Delay Payment Charges and taxes at the prescribed rates. The obligations of the Allottee(s) to pay the amount and the liability towards Delay Payment Charges as aforesaid may be reduced when mutually agreed to between the Promoter and the Allottee(s).
- 1.19 The Allottee(s) agrees that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay Delay Payment Charges and taxes at the prescribed rates. The obligations of the Allottee(s) to pay the amount and the liability towards Delay Payment Charges as aforesaid may be reduced when mutually agreed to between the Promoter and the Allottee(s).
- 1.20 The Lawn Area parking, storages or any other area exclusively earmarked for a particular Apartment (s) by the Promoter shall form part of Limited Common Areas and Facilities for use and enjoyment of owner/occupant of that Apartment to the exclusion of other Allottees.
- 1.21 The Allottee(s) hereby agrees and acknowledges that the Promoter shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.
- 1.22 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges,). If the Promoter fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) before transferring the Unit to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the Unit, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

## **2. MODE OF PAYMENT:**

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, within the stipulated time as

mentioned in the payment plan given in **Part II of Schedule-C** hereunder or on written demand by the Promoter through account payee Cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of \_\_\_\_\_ payable at par. The receipt would be valid only after realization of the said cheque/demand draft/banker's cheque and effect of credit in account of the Promoter. However, the date of credit shall be deemed to be date of payment of installment, by the Allottee(s).

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

- 3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('**FEMA**'), Reserve Bank of India Act, 1934 ('**RBI Act**') and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in this regard to matters specified in **clause 3.1** above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee(s) and such third party shall not have any right in the application/allotment of the Unit in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee(s) only.

### **4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:**

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

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

5.1 Time is of essence for the Promoter as well as the Allottee(s). The Promoter shall abide by the time schedule for completing the Said Project and handing over the Apartment or Plot to the Allottee(s) after receiving the occupancy certificate or the completion certificate/occupation certificate or both, as the case may be. Similarly, the Allottee(s) shall make timely payments of the installment and other dues payable by him/ her meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Part II of Schedule C ("Payment Plan").

## **6. CONSTRUCTION OF THE SAID PROJECT OR APARTMENT:**

6.1 The Allottee(s) has seen, specifications of the Unit and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Said Project/Whole Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act and the procedure agreed under clause 1.8 hereinabove, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

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

**7.1 Schedule for possession of the Said Apartment**– The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee(s), is the essence of the Agreement. The Promoter based on the approved plans, specifications assures to handover possession of the Unit on or before **September, 2024** including six months grace period, unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the Said Project ("**Force Majeure**"). If, however, the completion of Said Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit and the Promoter shall not be liable to pay any penalty/interest/compensation during such Force Majeure condition, provided that such Force Majeure conditions are not of a nature which makes



it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Said Project due to Force Majeure conditions, which shall be assessed by the Promoter, the Promoter shall inform the Allottee(s) about such impossibility along with notice of termination of one month and upon termination of this allotment, the Promoter shall refund to the Allottee(s) the entire amount (less taxes) received by the Promoter from the Allottee(s) with Interest within **forty-five** days from the date on which termination became effective subject to availability of funds in the designated Project Account and receipt of insurance of claim, if any. Further refund of taxes paid by the Allottee/s shall be done only after reimbursement of such amount from the statutory body. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession-** The Promoter, upon obtaining the completion certificate/occupancy certificate from the competent authority shall vide offer letter ("**Offer Letter**") offer in writing the possession of the Apartment, to the Allottee(s) in terms of this Agreement. Within 30 days of the date of offer of possession given to the Allottee(s) by the Promoter, the Allottee(s) shall make payment of all dues, outstanding, interest, if any, maintenance security, upfront maintenance charges etc. to the Promoter and within 50 days from clearance of entire dues, outstanding charges, if any, the Allottee(s) shall take physical possession of the Unit and simultaneously get conveyance of his Unit done from the Promoter by getting the conveyance deed/sale deed/sub lease deed registered before the Sub Registrar, Jamshedpur. After the expiry of 3 (Three) full calendar months from the date of completion certificate/occupation certificate, the Allottee(s) shall be liable to pay the maintenance charges as determined by the Promoter/Owners Association/ Maintenance Agency, as the case may be. The Promoter shall handover a copy of completion certificate/occupation certificate of the Apartment, to the Allottee(s) at the time of conveyance of the same. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter which the Promoter is liable to comply/carry out as per the Applicable Laws provided such failure is not on account of reasons beyond the controls of Promoter and/or on account of any default/delay on the part of the Allottee(s). The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Jharkhand Stamp Act, 1998 and Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority. The Promoter shall not be responsible for any damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on "*as is where is basis*". The Promoter shall not be held responsible in any manner for any future mishaps like

fire, earthquake, flood etc. OR any accident caused due to any of machineries installed like electrical equipment, and transformer, etc.

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

**7.3 Failure of Allottee to take Possession of Apartment -** Upon receiving a written intimation from the Promoter as per Clause 7.2 the Allottee(s) shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give Possession of the Apartment to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in clause 7.2, such Allottee(s) shall continue to be liable to pay maintenance charges as applicable.

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the Said Project without any fault of the Promoter, before the completion of the Project, the Promoter shall be entitled to forfeit the Earnest Amount, all taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit and all other penalties and delay payment charges of any nature whatsoever in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) without any interest within 30 days from the date of resale/allotment of the Unit to the new Allottee.

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

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the day specified in **Clause 7.1** above; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Said Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, with interest including compensation in the manner as provided under the Act within forty-five (45) days of it becoming due:

Provided that if the Allottee(s) does not intent to withdraw from the Said Project, the Promoter shall pay the Allottee(s) interest for every month of delay, till the handing over of the possession of the Unit.

**7.4** The Allottee(s) shall be liable to pay from the date of expiry of 30 days of the date of Offer Letter or date of actual possession, whichever is earlier, house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) proportionately. If the Promoter has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter within 15 days from the date of notice in this regard from the Promoter failing which the Promoter shall be entitled to charge delay payment charges for the period commencing on the date on which the Promoter paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter.

## **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- (i) The Promoter has absolute, clear and marketable title with respect to the Scheduled Land/Project Land and the requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the Project Land for the Said Project.

- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Said Project.
- (iii) There are no encumbrances upon the Project Land or the Said Project.
- (iv) There are no litigations pending before any Court of law with respect to the Project Land, Said Project or the Unit except W.P no 1124/2020 pending in the Honble High Court.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Said Project, Project Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain in compliance with all applicable laws in relation to the Said Project, Unit and Common Areas and Facilities of Whole Project/Common Areas and Facilities of the Said Project.
- (vi) The Promoter and the Land - Owner has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected.
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement or arrangement with any person or party with respect to the Project Land, including the Said Project and the Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Unit to the Allottee(s) in the manner contemplated in this Agreement.
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s).
- (x) The Schedule Property/Project Land is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Project Land.
- (xi) The Promoter and the Land Owner has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Said Project to the Competent Authorities till completion certificate/occupation certificate has been issued and possession of the Unit (equipped with all specifications, amenities and facilities) has been handed over to the Allottee(s).
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the property) has been received by or served upon the Promoter in respect of the Project Land and/or the Said Project.
- (xiii) The Promoter represents that the Promoter plans to complete the Said Project Ashiana Aditya, Phase-II by September, 2024 however the registration under RERA is granted till December, 2023. It is due to this reason that the building plan approval of the Whole Project is till June, 2023 and RERA has further granted extension of six months due to

COVID-19. The Promoter further represents that it shall move application for extension of building plan approval and once it is granted, it will seek extension under RERA as well for the Said Project.

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

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

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

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

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any penal interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Unit, along with interest calculated at Interest Rate within forty-five days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest calculated at Interest

Rate for the period of delay till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee(s) within forty-five (45) days of it becoming due.

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

- (i) failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan, despite having been issued notice in that regard;
- (ii) delay/default by Allottee(s) under Clause 9.4 (i) above continues for a period beyond 2 consecutive months after demand notice from the Promoter in this regard;
- (iii) after the issuance of Offer Letter as per Clause 7.2 failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due including delay payment charges, if applicable, under this Agreement within the period mentioned in the Offer Letter;
- (iv) after the issuance of Offer Letter as per Clause 7.2 the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Promoter under this Agreement, in execution and registration of conveyance deed of the Unit and/or taking possession of Unit within the period mentioned in Offer Letter;
- (v) breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
- (vi) violation of any of the Applicable Laws on the part of the Allottee(s).

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

- (i) Upon occurrence of event of default mentioned in Clause 9.3(i) the Allottee(s) shall be liable to pay delay payment charges on the overdue amounts computed at the Rate as defined above for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;
- (ii) Upon occurrence of event of default mentioned in Clause 9.3(ii) the Promoter may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;
- (iii) Upon occurrence of event of default mentioned in Clause 9.3(iii), (iv), (v) and (vi) the Promoter shall have the option to terminate this Agreement as mentioned in Clause 9.4 (ii); Further in case of event of default under Clause 9.3(iii), till the time Promoter exercise the option to terminate this Agreement it shall be entitled to (a) recover interest as per Clause 9.4 (i) and (b) recover maintenance charges from the date of issuance of Offer Letter; (c) recover holding/ safeguarding charges @ 0.1% per month on the Total Price of the Unit;

(d) taxes mentioned in Clause 7.4; (e); withhold registration of the conveyance deed of the Unit in favour of the Allottee(s); and to refuse possession of Unit to the Allottee(s) till payment of amounts mentioned Clause 9.3 (iii) and Allottee(s) hereby authorizes the Promoter for the same.

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

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

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

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

## **10. CONVEYANCE OF THE SAID APARTMENT:**

The Promoter, on receipt of complete amount of the price of the Unit under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Unit within 3(three) months from the issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee(s) authorizes the promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee(s). The Allottee(s) shall be solely

responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority.

## **11. MAINTENANCE OF THE SAID PROJECT:**

**11.1** That one of the factors for the Allottee(s) to buy unit in its Project is that the Promoter is known for appropriate standards of maintenance and management services in relation to its project through its associate Ashiana Maintenance Services, LLP ("Maintenance Agency"). Maintenance Agency has very rich and vast experience and expertise in the management and maintenance of large size high rise residential projects having all modern 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(s) is aware that due to qualitative and cost effective maintenance of its projects, the Maintenance Agency is able to maintain the beauty and aesthetic look of its projects consistently which not only increases the life of its projects but gives appreciation to the value of the projects. Apart from qualitative maintenance of the project, Maintenance Agency organizes various sports, cultural and festive activities from time to time for the benefit and enjoyment of the residents which ultimately provides a good lifestyle to the residents. The Allottee(s) understands that other allottees have also booked/bought units in its projects because of the above characteristics of Maintenance Agency Accordingly, the Maintenance Agency is being appointed to carry out the maintenance of the Said Project/Whole Project at competitive prices until its appointment is recalled, and another maintenance agency is appointed after notice period of six months by the Owners Association through a majority resolution.

**11.2** The promoter shall initiate the process of formation of an association by the name "Ashiana Aditya Owners' Association", under applicable laws of the State for the Whole Project comprising of Ashiana Aditya Phase-I and subsequent phases of the Whole Project. Ashiana Aditya 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 Aditya Owners' Association by payment of membership fees and shall abide by the Bye-Laws of the Ashiana Aditya Owners' Association. The Allottee(s) shall become member of the Ashiana Aditya Owners' Association by signing necessary forms/documents for the Unit and hereby undertakes to comply with the Bye-Laws in letter and spirit.



**11.3** The Allottee(s) shall not raise any objection, if any changes or modifications are made in the draft Bye-Laws as may be required by the Registrar of societies or other competent authority as the occasion may demand.

**11.4** The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Facilities of the Said Project or Common Areas and Facilities of the Whole Project shall be subject to timely payment of 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.

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

## **12 DEFECT LIABILITY:**

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

## **13. INDEMNIFICATION**

**13.1** The Allottee(s) shall, without prejudice to any other rights of the Promoter and Land Owners, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter and Land Owners, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter and Land Owners or which the Promoter and Land Owners may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable

Central and/or State and local laws and/or of any of the provisions of this Agreement and/or (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoter and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in Clause 22 and/or (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement as per Clause 22 and/or (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).

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

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

#### **14. SPECIFIC PERFORMANCE**

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

#### **15. RIGHT TO ENTER THE UNIT FOR REPAIRS**

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

#### **16. USAGE:**

**Use of service areas:** - The service areas, if any, as located within the Said Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas 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.

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

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

- i. The Allottee(s) shall not use the Unit for any purpose other than as set out under this Agreement nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Said Project/Whole Project or for any illegal or immoral purpose.
- j. Allottee(s) shall not throw dirt, rubbish, rags, garbage etc. or permit the same to be thrown from the Unit in the compound or any portion of the Scheduled Land and the Building in which the Unit is situated.
- k. Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Unit and the Building/Said Project/Whole Project in which the Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the said Building/Said Project/Whole Project and/or the Unit.
- l. Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. parapet or other structures in the Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- m. The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Owners Association and/or maintenance agency appointed by the Owners Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- n. After handing over of the Said Project/Whole Project, it shall be the responsibility of the Owner's Association for obtaining / renewal of insurance for the said project / Whole Project and pay insurance premiums.

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

- a. The Parties are entering into this Agreement for the allotment of Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Said Project/Whole Project.
- b. Owner's Association shall be liable and responsible for applying or obtaining renewal of Fire NOC, Consent to Operate, Renewal/ replacement of transformer and/or other statutory renewals which are required to be obtained for the Complex in future. The Allottee and Allottees of other units and/or Owners Association without any reference to the Promoter shall be entitled to approach the requisite authority for any such approvals/renewals. Failure to get statutory approvals or renewal within the prescribed time and/or consequences resulting due to non-renewal of the statutory approvals shall not cast any liability on the Promoter.

**19. ADDITIONAL CONSTRUCTIONS AND SHARING OF SERVICES:**

- a. The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Said Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.
- b. The Promoter has represented and the Allottee is aware that under the affordable Housing Policy of the Jharkhand Government, the Promoter is required to construct houses for weaker section of the society, so the Promoter has developed EWS/LIG Units on one portion of Entire Land. The Allottee is aware and accepts that there shall be certain utilities like STP, ESS which shall be common for all the unit holders of Whole Project and EWS/ LIG housing and shops and the Allottee does not have any objection with the same.

**20. PROMOTER AND THE LANDOWNER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

Without affecting the rights and interest of the Allottee(s) in respect of the Unit under this Agreement, in case the Promoter raise finance, loan from any financial institution/Bank by way of mortgage/ charge securitization of receivables or in any other mode or manner by charge/mortgage of the Said Project, such mortgage shall be subject to the condition that the rights and interest of the Allottee(s) in respect of the Unit under this Agreement shall not be affected and the Allotte(s) shall be entitled to take loan from any bank/financial institution for purchase of the Unit and the Unit shall be free from all encumbrances at the time of registration of conveyance deed of the Unit. For the purpose of the same, the Promoter shall provide NOCs, etc. as may be required by the Allottee(s).

**21. THE JHARKHAND APARTMENT ACT, 2011:**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Jharkhand Apartment Act, 2011.

**22. BINDING EFFECT:**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar Jamshedpur as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt

by the Allottee(s) and/or appear before the Sub- Registrar for its registration as and when intimated by the Promoter, then the Promoter shall be entitled to serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), Promoter shall have the option to cancel the allotment of the Allottee and if so chosen by the Promoter, earnest money shall be forfeited. In case the Promoter doesn't exercise the option of cancellation of allotment of the Allottee, the Allottee shall be liable for Delay Payment Charges on the due amount. However, cancellation of booking is done within 30 days from the date of booking full advance payment/earnest money shall be refunded without interest. The Allottee(s) shall be liable to pay all the cost incurred by the Promoter in respect of application and allotment of Unit to the Allottee(s), including preparation of this Agreement, postal cost, advocate fees, etc.

### **23. ENTIRE AGREEMENT:**

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

### **24. RIGHT TO AMEND:**

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

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

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

### **26. WAIVER NOT A LIMITATION TO ENFORCE:**

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

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.

**27. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Said Project/Whole Project, the same shall be the proportion which the carpet area plus balcony area of the Unit bears to the total carpet area plus balcony area of all the Apartments in the Said Project/Whole Project, as the case may be. However, maintenance charges for the Unit shall be calculated on the basis of super area.

**29. FURTHER ASSURANCES:**

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.

**30. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s), in 20 days after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of

the Sub-Registrar at-Adityapur. Hence this Agreement shall be deemed to have been executed at Sub-Registrar Adityapur.

**31. NOTICES:**

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

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

**32. JOINT ALLOTTEE:**

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

**33. GOVERNING LAW:**

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.

**34. Disputes:**

- a. All or any disputes arising out of or touching upon or in relation to the terms of this Agreement/allotment letter or its termination including the interpretation and validity thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions between the Parties, failing which the issues shall be settled in the manner as provided under the Act.
- b. In case of non-compliance of any obligation cast upon the Promoter or the Allottee(s), as the case may be, under the Act or rules and regulations made thereunder or this Agreement, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act.

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

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



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

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

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

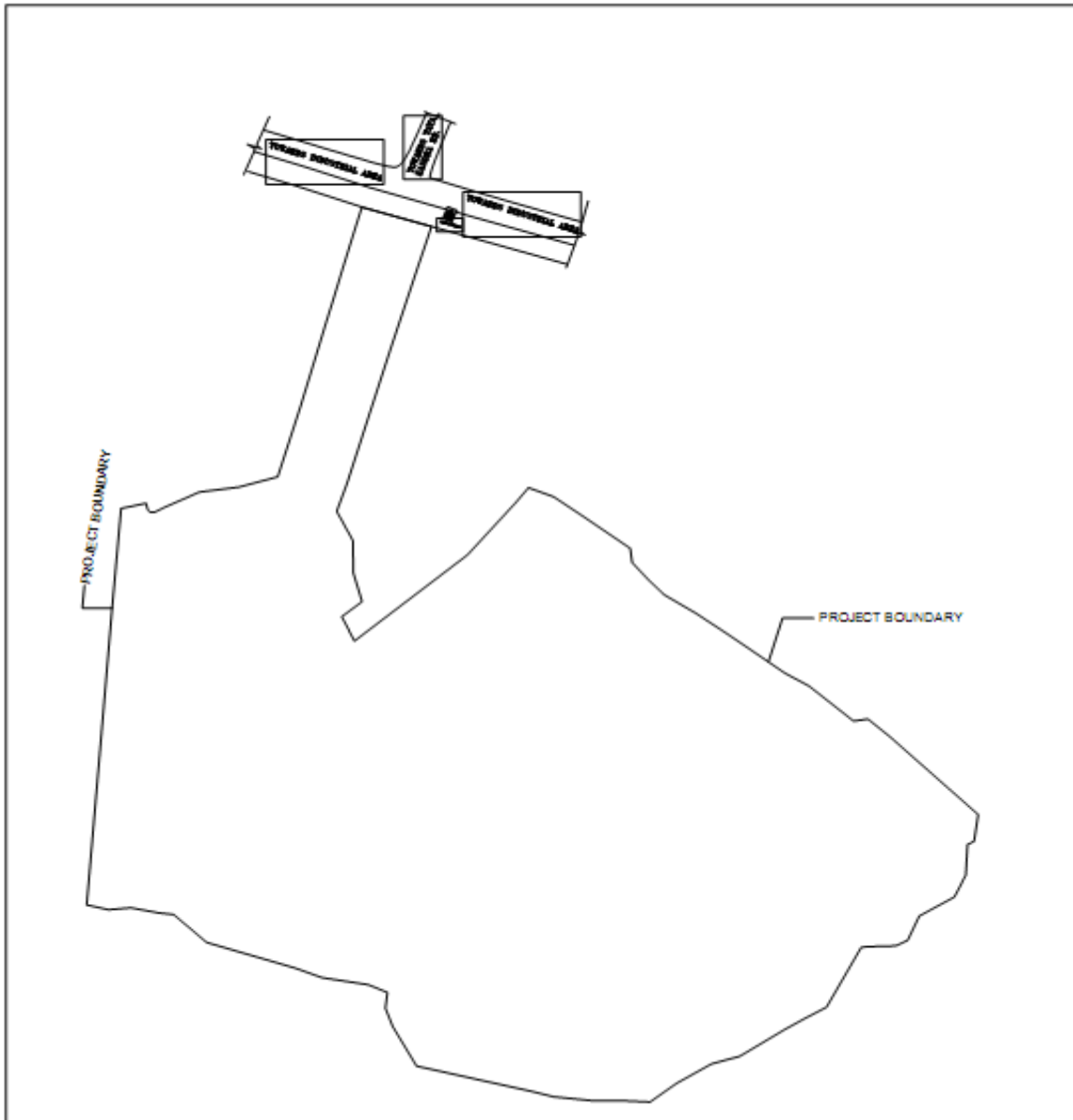
<u>PROMOTER</u>  For and on behalf of M/s Ashiana Housing Ltd
Name
Signature
Designation

<u>LAND OWNER</u>  <u>Through its POA</u>
<u>Name</u>
<u>Signature</u>
<u>Designation</u>
<u>WITNESSES</u>
1- Signature
Name
Address
2- Signature
Name
Address

**PART-I of SCHEDULE-A**

(Description of Entire Land)

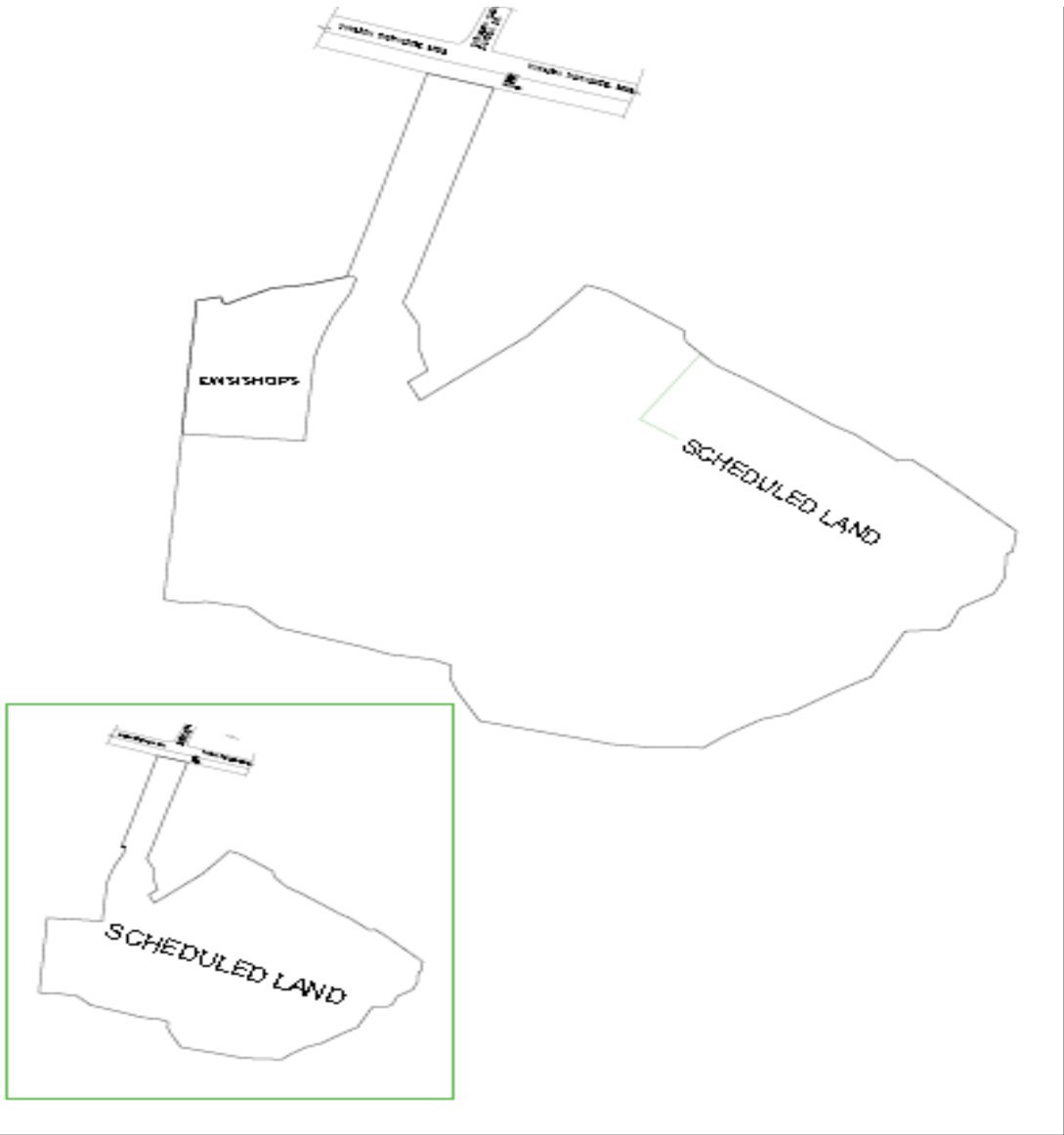
All that pieces and parcel of Land admeasuring 28328 sqmt (7 Acres). Under various old Plot Nos. 446(P), 447(P) and 558 (P) lying and situated at Asangi, thana No.126, Adityapur, Jamshedpur, Jharkhand forming part of the Entire Land, on which the Whole Project, comprising of different phases, is being developed and as shown in the map below-



**Part-II of Schedule A**

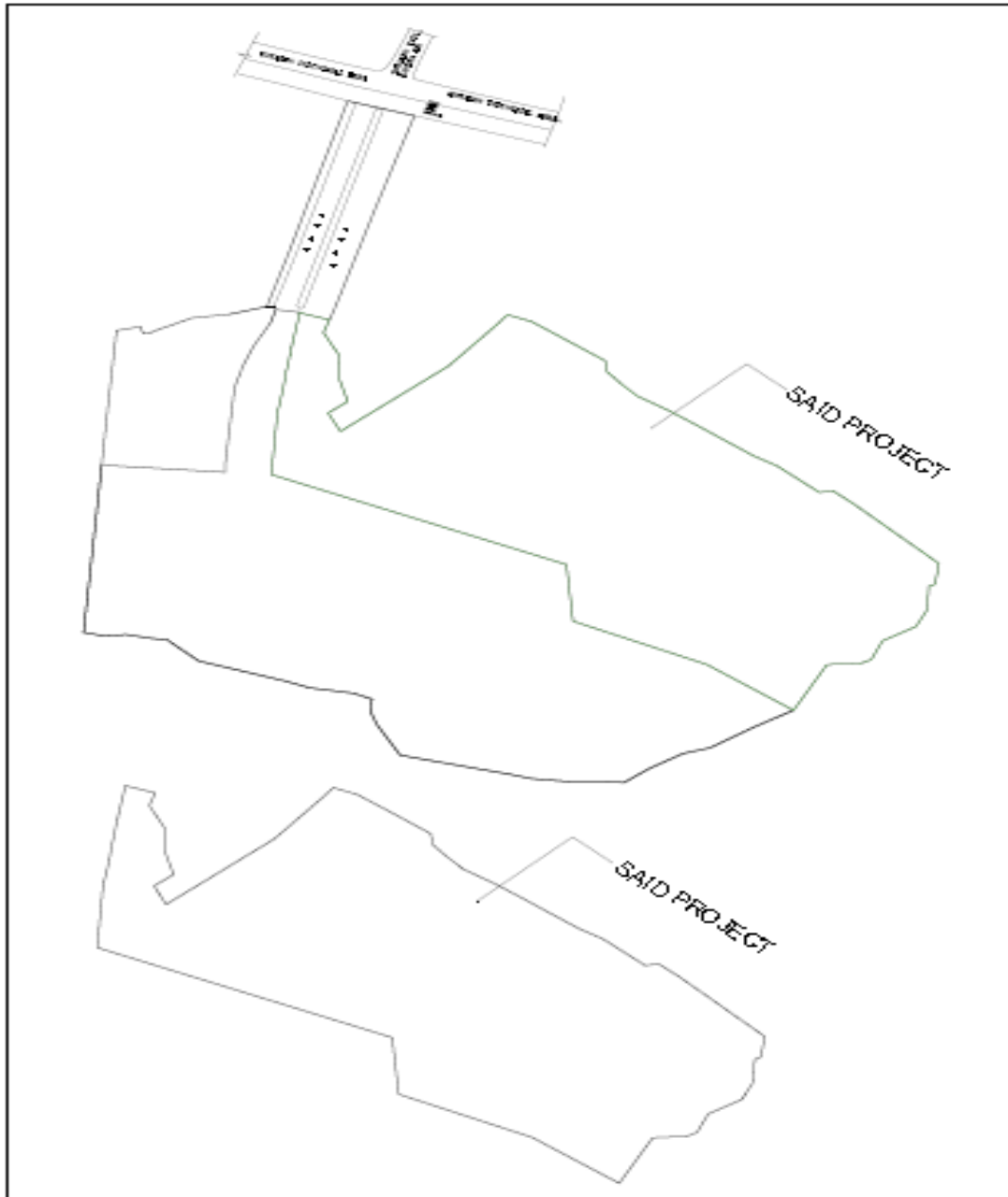
(Description of Scheduled Land)

All that pieces and parcel of Land admeasuring 26337 **Sq. mtr.** forming part of the Entire Land lying and situated at Asangi, thana No.126, Adityapur, Jamshedpur, Jharkhand on which the Whole Project, comprising of different phases, is being developed and as shown in the map below-



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

The area of the Project Land on which the Said Project is being developed is 12540.0 approx. sq mt.



## **SCHEDULE-B**

### **(Description of the Unit)**

- a. Unit No. \_\_\_\_\_
- b. Floor: \_\_\_\_\_
- c. Type: \_\_\_\_\_
- d. Carpet Area: \_\_\_\_\_ sq. mt (\_\_\_\_\_ sq. ft.).
- e. CLSS Carpet Area: \_\_\_\_\_ sq. m. (\_\_\_\_\_ sq. ft.).
- f. Exclusive Balconies
  - i. Balcony one: \_\_\_\_\_ sq. mtr. (\_\_\_\_\_ sq. ft.)
  - ii. Balcony two: \_\_\_\_\_ sq. mtr. (\_\_\_\_\_ sq. ft.)
- g. Built- up Area: \_\_\_\_\_
- h. Super Area: \_\_\_\_\_

#### **Note-**

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

**PART I OF SCHEDULE- C**

(Total Price of the Unit)

The total price of the Unit is Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) is as follows:

Price of the Unit                      Rs. \_\_\_\_\_

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

Total Price:                                      Rs. \_\_\_\_\_

**PART II OF SCHEDULE- C**

**(Payment Schedule)**

Stage of development works and completion of Unit	Installment Amount in Rs.

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

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

**Part-I**  
**Of SCHEDULE D**

**(Details of common areas, facilities and amenities of the Whole Project)**

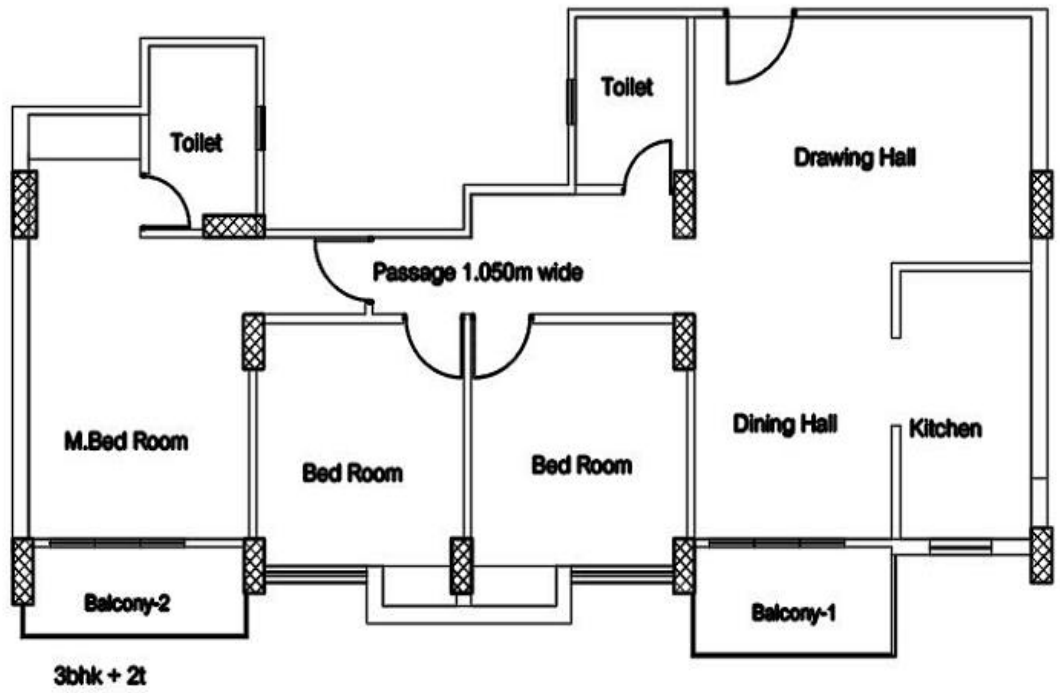
- (i) The Scheduled Land
- (ii) the staircases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings in Ashiana Aditya;
- (iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces;
- (iv) Installations of central services such as electricity, gas, water and sanitation.
- (v) the water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (vii) all commercial units and commercial facilities excluding commercial space/shop in the Club, Units which are covered in the definition of Apartment and available for sale;
- (viii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;

**Part-II OF SCHEDULE D**

**(Details of common areas, facilities and amenities of the Said Project)**

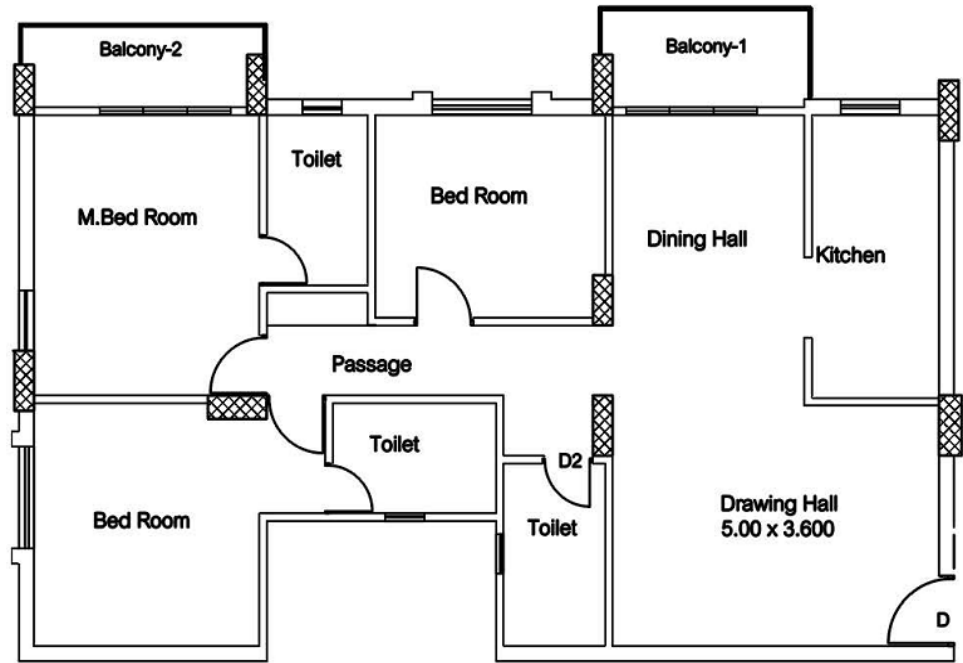
1. Project Land
2. Lawn Area
3. Half Basketball Court
4. Swimming Pool
5. Club
6. Sand Pit
7. Security System
8. Sewer System
9. Water Supply
10. Electrical Supply
11. Fire Fighting System
12. LPG Supply
13. Storm Water Drainage System
14. UGT

**SCHEDULE- E**  
**(Floor Plans)**  
**(3 BHK + 2 Toilets)**



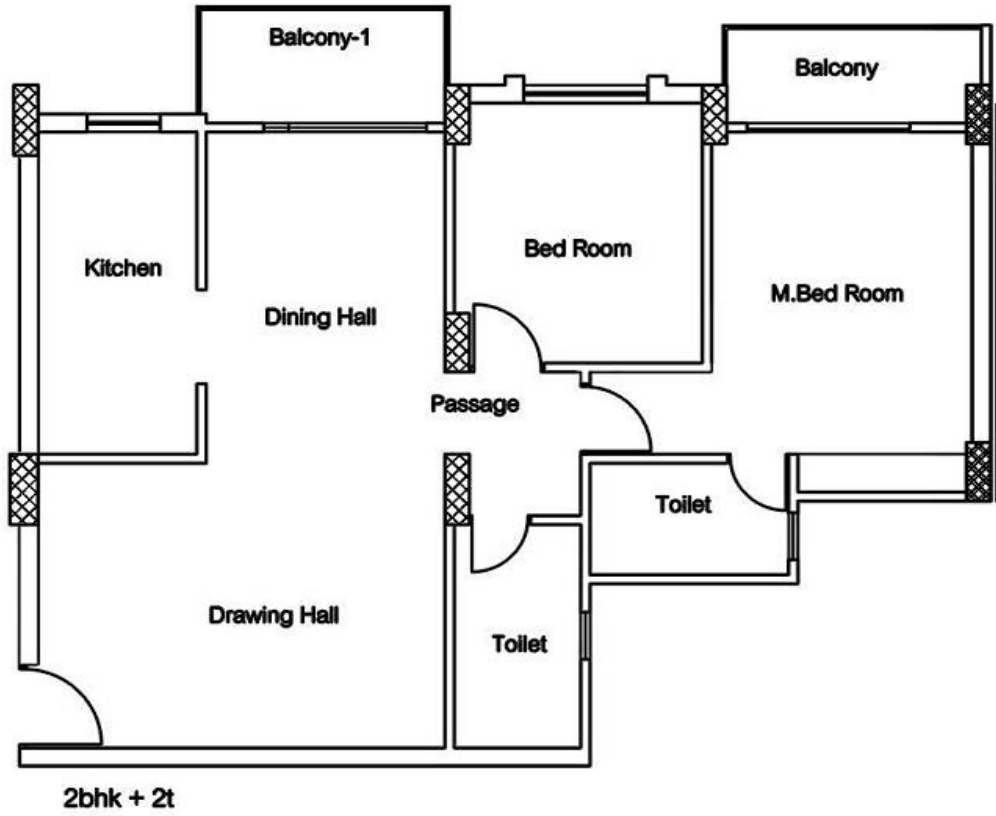


**(Floor Plan)**  
**(3 BHK + 3 Toilets)**

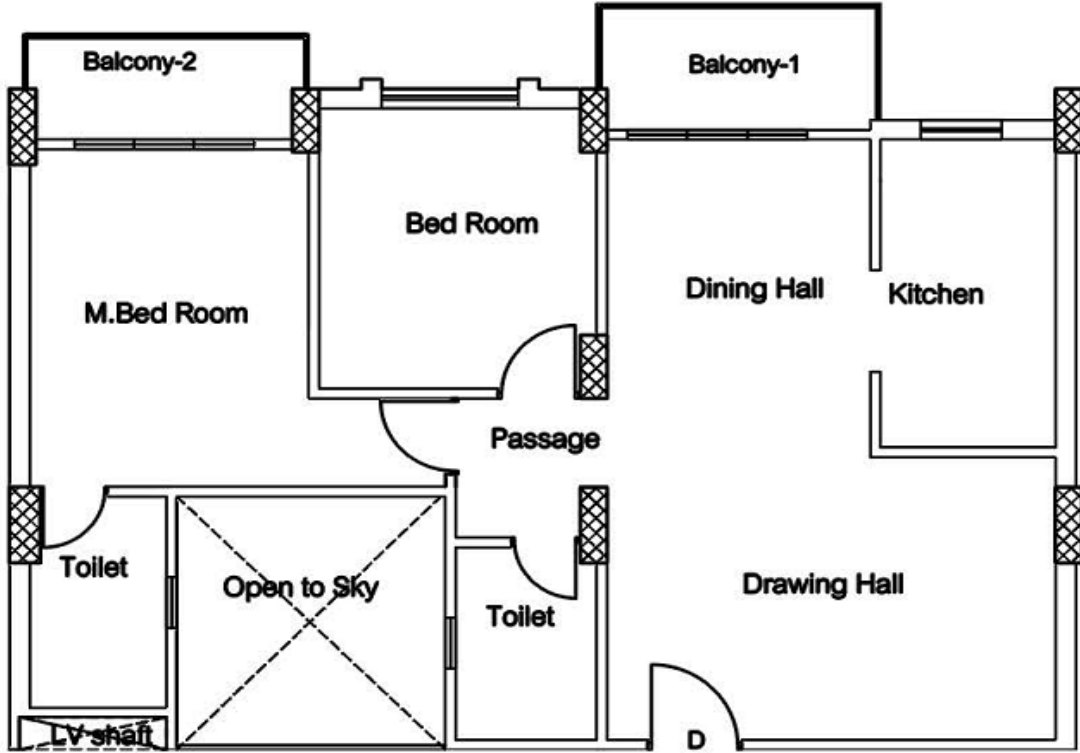


3bhk + 3t

(Floor Plan)  
(2 BHK + 2 Toilets Small)



(Floor Plan)  
(2 BHK + 2 Toilets Large)



**SCHEDULE- F**  
(Specifications)

### 1. **Foundation**

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

### 2. **Superstructure**

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

### 3. **Walls**

- a) Internal: Brick/Block wall of Clay Bricks/Fly ash Bricks/AAC Blocks/Solid concrete blocks/Hollow 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 countertop and above the tiles - sand-cement plaster and a coat of POP with coating of emulsion paint.

#### ii) Common Areas — Internal Wall

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

#### iii) Common Areas — External Wall

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

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

#### i) Units

- a) Living/Dining, entrance foyer, corridor leading to bedrooms: Vitrified Tiles (600X600)
- b) Bedrooms and study room: Vitrified Tiles (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 450X450 and/or combination) or Kota stone/other local stone of

appropriate size or combination of ceramic tiles

b) Staircases and Staircase landing: Ceramic tiles of appropriate quality or semi polished kota stone or any other local stone or combination of tiles and mentioned stone

c) Stilt area: Ceramic tiles of appropriate quality or semi polished kota stone or any other local stone or combination of tiles and mentioned stone

d) Basement: Homogeneous cement floor of appropriate specification

## **6. Ceiling**

### **i) Units**

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

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

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

### **ii) Common Area**

a) Lift Lobbies: same as 6(i)

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

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

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

## **Notes:**

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

Skirting of 75 to 100 mm wherever applicable

No skirting underneath kitchen platform

No tiles in cupboard area

No tiling work on top surface of loft

Marble/black granite /same floor tiles in window 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 aluminium/UPVC framed window, with 2 to 3 sliding panels depending upon size with clear float glass and provision for fly mesh shutter.

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

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

## **8. Door**

a) All door frames are folded steel sections

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

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

d) Kitchen: No door is provided

## **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 bedrooms door.

Mortise lock with handle in all bathroom and powder room.

## **9. Bathrooms and kitchen**

Sanitary wares and fixtures

a) All toilets except powder room

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

moulded with same vitrified counter ledge.

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 over head shower and a spout in shower area.

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

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

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

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

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

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

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

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

1 wash basin 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 swivel 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

**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 Jal/Continental/Prayag or equivalent.

Kitchen

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

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

**10. Electrical Installation and Fittings**

- a) All electrical wiring in concealed conduits with copper wires. Convenient position & distribution of light and power plugs and provision for electrical chimney above platform and water purifier point in kitchen.
- b) Modular electrical switches with sockets and fan regulators of SSK/Anchor/North West/Legrand or equivalent

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

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

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

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

### **13. Additional items**

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.

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

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 fulfill designed requirement.

Washing machine: Provision is made in suitable location

### **14. Notes/Disclaimers**

- a) Wall: No tiles behind/below kitchen cabinets, Wall surface above the false ceiling may be left in its original bare condition.
- b) Marble, Limestone and granite: Marble: Limestone and granite are natural stone materials containing veins with tonality differences. There will be 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 damage to the expected/ designed protective properties of paints. Therefore, periodic maintenance including redoing of paints would be inevitable.
- d) Materials, Fittings, Equipment, Finishes, Installation and Appliances: The brand, colour and model of all materials, fittings, equipment, finishes, installation and appliances supplied shall be provided subject to architect's selection, market availability and the sole discretion of the vendor.
- e) Air Conditioning System: Provision for fixing of window/split air conditioner in drawing dining area & bedrooms are being provided. For Split A/C assigned spaces are earmarked on the elevation of the building for ease of access and to create uniformity for aesthetic purpose.
- f) Timber: Timber is a natural material containing grain/vein and tonal differences. Thus it is not possible to achieve total consistency of 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 /or such relevant entities/authorities for services to the Unit and to make all necessary payment.
- h) Glass: Glass, plain/clear/frosted, is widely used in residential developments and may break/ shatter due to accidental knocks or other causes. In addition, glass is manufactured material and the Purchaser may wish to note that it may not be 100% free from impurities.  
These impurities are not avoidable with quality checks and balances.
- i) Tiles: Tiles are manufactured from special kind of clay and other materials. Baking on very high temperature is an integral stage of manufacturing process and therefore, shades and flatness of each lot varies a little bit. Hence, Selected tile sizes and tile surface flatness cannot be perfect. Different quality assurance organisations like ISO 10545-2/ Singapore standard SS483:2000 had mentioned acceptable ranges. We, at Ashiana, have been taking utmost care while receiving materials and while installing them to minimise these issues but they can never be avoided completely due to inherent properties of the material and therefore excellence in flatness, sizes and minor chips on edges cannot be guaranteed. To minimize such issue tiles are laid with spacers.

- j) Design Experts: Professionally qualified practicing consultants in the field are deployed to design different functions in compliance to applicable norms and guidelines. These functions are a) Architecture b) Structure c) Plumbing d) Landscape e) Fire Fighting and e) Power & Electrical. Design parameters set by such experts and applicability of their drawings and decisions are treated as final.
- k) As per structural design principles, structures are allowed to deflect in different allowable loading/atmospheric/ground settlement/seismic parameters. Since masonry and RCC members behaves differently in such situations, therefore hair cracks in different components of the building are inevitable. These cracks are more visible in plastered surface of the masonry work. While conventionally recognized precautionary measures will be undertaken diligently but complete dis-appearance of such cracks cannot be ascertained.
- l) Brick work, plaster and application of putty/POP over plastered surface are manual activities. As of date, no machines are found successful to execute these activities without extensive human involvement. Hence, despite all quality process in the job, undulation, out in plumb to certain extent cannot be avoided completely.
- m) While every reasonable care has been taken in preparing the brochure and in constructing the models and show flats, the Developer and the Marketing Agents cannot be held responsible for any inaccuracies or omissions. Visual representations, models, show flat displays and illustrations, photographs, art renderings and other graphic representations and references are intended to portray only artist's impressions of the development and cannot be regarded as representations of the fact. Floor areas are approximate measurements and are Subject to final survey.
- n) All information, specifications, renderings, visual representations and plans are correct at the time of publication and are subject to changes as may be required by us and/or the competent authorities and shall not form part of any offer or contract nor constitute any warranty by us and shall not be regarded as statements or representation of fact. All facts are subject to amendments as directed and/or approved by the building authorities. All areas are approximate measurements only and subject to final survey. The Agreement to sell shall form the entire agreement between us as the Developer and the Purchaser and shall supersede all statements, representations or promises made Prior to the signing of the Agreement to sell and shall in no way be modified by my statements, representations or promises made by us or the Marketing Agents.

### **SCHEDULE- G**

#### **Stage Wise Time Schedule of Completion of Said Project**

<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>
<b>1.</b>	Completion of Structure of the Building	October, 2022	Foundation, RCC Super Structure
<b>2.</b>	Completion of development works	February, 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
<b>3.</b>	Obtaining completion certificate/occupation certificate	March,2024	
<b>4.</b>	Grace Period of Six Months	September, 2024	
<b>5.</b>	Finishing and Handover	September, 2024	