

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") is executed at Chennai, Tamil Nadu on this _____ day of _____

BETWEEN

M/s. ESCAPADE REAL ESTATE PVT. LTD. [PAN No. AABCE7454J], a Company incorporated under the provisions of the Companies Act, 1956, [CIN No. U70101TN2007PTC062236], having its Registered Office at No. 3, Ganapathy Colony, 3rd Street, Off Cenotaph Road, Teynampet, Chennai- 600018 represented by its Authorized Signatory, _____ (Aadhar No. _____) authorized vide board resolution dated _____ [hereinafter referred to as the "**Land Owner**"], which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assignees]; and

M/s. ASHIANA HOUSING LTD. [PAN No. AADCA9093P], a company incorporated under the provisions of the Companies Act, 1956, [CIN No. L70109WB1986PLC040864], having its Registered office at 5F, Everest, 46 /C, Chowringhee Road, Kolkata, West Bengal and Local Office at No.10, First Floor, GJ Complex, First Main Road, CIT Nagar, Chennai- 600 035, represented by its Authorized Signatory, _____ (Aadhar No. _____) authorized vide board resolution dated _____ [hereinafter referred to as the "**Developer**"], which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assignees]

The Land Owner and the Developer shall hereinafter collectively be referred to as "Party of the First Part".

AND

Mr./Ms./Mrs. _____ (Aadhar No. _____) , S/D/W/o Mr. _____, aged about _____ years R/o _____ (PAN _____), jointly with Mr./Ms./Mrs. _____, **S/D/W/o Mr.** _____ (Aadhar No. _____), aged about _____ years, R/o _____, PAN No. _____; [hereinafter singly/jointly referred to as the "**Allottee(s)**"], which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their legal successors(s), administrators(s), executor(s) and permitted assignees] party of the THIRD PART.

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

WHEREAS

- A. The Land Owner purchased the parcel of land admeasuring 45 acres and 05 ½ cents under various survey numbers situated at Sengundram Village, Govindapuram Hamlet, Maraimalai Nagar Municipal Limit, Chengalpet, Taluk, Kancheepuram District, Tamil Nadu (more particularly described in **Part I of Schedule-A** attached hereto and hereinafter referred to as “**Entire Land**”) from Mr. S. Devaraj and 72 others vide a registered sale deed dated 07.05.2007, and the same was registered as Doc no. 6596/2007 in the Office of Joint II Sub-Registrar – Chengalpet, Chennai. Accordingly, the Land Owner became the absolute owner of the Entire Land and is in possession of the Entire Land.
- B. The Land Owner has taken approvals as per requirement of the applicable law(s), from the Director, Town and Country Planning, Chennai, Tamil Nadu (hereinafter referred to as “**DTCP**”) for developing the Entire Land.
- C. The Land Owner as contemplated in the norms of Town and Country Planning Department released and relinquished a portion of the Entire Land admeasuring 16088.63 sq mtr. and 5651.02 sq. mt. for road and 18260.76 Sq. mt. towards open space reservation area in favour of Maraimalai Nagar Municipality Chengalpet vide two (2) gift deeds dated 21.05.2008 and 05.05.2013 respectively as per Development Rules and the same were registered as Document No.4449/ 2008 and 5026/ 2013 respectively in the Office of the Joint-II Sub-Registrar, Chengalpet, Chennai.
- D. The Land Owner is developing/has developed a portion of the Entire Land as a villas project consisting of various villas and plots under the name of “**Villa Viviana**”.
- E. With the intention to develop the remaining portion of the Entire Land admeasuring 20 acres and 20 cents (more particularly described in **Part II of Schedule A** and hereinafter referred to as the “**Project Land**”), the Land Owner authorized the Developer to develop a residential project over the Project Land after obtaining all the permissions, approvals, NOC’s, etc. as may be required under the Applicable Laws.
- F. The Land Owner has nominated, constituted and appointed the Developer to be the true and lawful attorney in its name and on its behalf to do, execute,

perform or cause to be done, execute and perform from time to time, at its sole discretion all or any of the acts, deeds, matters or things in relation to the Project for the marketing, selling, development and construction on the Project Land. The said Power of Attorney (hereinafter referred to as the “POA”) has been duly registered with the Office of the Joint II Sub Registrar, Chengalpet as Document No. 14815/ 2014 Book No. [1] and is currently valid and in force.

- G. In furtherance of rights vested in the Developer by virtue of the aforesaid Power of Attorney, the Developer framed a scheme for development of a residential project for senior living to be known as “**Ashiana Shubham**” on the **Project Land** as fully described in **Part II of the Schedule A. Ashiana Shubham** is a theme based senior living project to cater to the needs of a particular category of the society and therefore the Land Owner and the Developer have derived following special terms and conditions to be mandatorily complied by the Allottee(s) at all times :
- (i) The resident whether as Owner, tenant or licensee or the spouse of the said resident(s) should be atleast 55 years of age at the time of occupancy;
 - (ii) The resident and his spouse do not suffer from any contagious disease or alzheimer and are not terminally ill or of unsound mind at the time of admission or occupation of the apartment;
 - (iii) On allotment and possession of the apartment, the Allottee(s) shall be at liberty to let out or grant lease/rent/license of the apartment to anyone who fulfils the conditions mentioned in Clauses (i) and (ii) above;
 - (iv) The children/grand-children or other relatives or friends below the age of 55 years may stay with the resident or his/her spouse or the tenant or the licensee, as the case may be, for a period of short duration/stay as decided from time to time in consultation with **Senior Living Community Council**. However, unmarried/widowed daughter can stay with the resident on a permanent basis. Senior Living Community Council means a council of allottees of Ashiana Shubham as nominated or appointed by the Developer for the first time and thereafter by the allottees themselves.
- H. For convenience and ease of construction, sales and marketing Whole Project “**Ashiana Shubham**” has been divided into various phases with the clear intent to integrate all phases into one upon completion of the Whole Project, Party of the First Part has already developed/ is developing “**Ashiana Shubham Phase I**” on **Phase I Land**, **Ashiana Shubham Phase II**” on **Phase II Land** and **Ashiana Shubham Phase III**” on **Phase III Land**, “**Ashiana Shubham Phase IV-A** on **Phase IV-A Land** and now is in the process of constructing and developing another phase “**Ashiana Shubham Phase IV B**” on **Phase IV B Land** and has reserved the remaining project land for future development, which shall solely be decided by the Developer,

with the intent to merge the past and future development on the remaining Project Land with the Whole Project upon completion of development on Project Land. “**Ashiana Shubham Phase IV B**” is free from all encumbrances and is earmarked for the purpose of development of a residential group housing project comprising of 03 Blocks A, D and F Blocks. The Party of the First Part have obtained requisite sanctions, authorizations, consents, no objections, permissions and approvals from the appropriate authorities for construction and development of the project on **Phase IV B Land** vide Planning Permit No 20/2020/A1 dated 13.01.2020 issued by Commissioner, Maraimalai Nagar, Municipality, Maraimalai Nagar.

- I. The Party of the First Part have obtained requisite sanctions, authorizations, consents, no objections, permissions and approvals from the appropriate authorities for construction and development of the Project on **Phase IV B Land** vide Planning Permit No 20/2020/A1 dated 13.01.2020 issued by Commissioner, Maraimalai Nagar, Municipality, Maraimalai Nagar
- J. The Project has been registered with the Real Estate Regulatory Authority (“**RERA**”) on dated _____ and the 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 Land Owner, Developer and the Project are also available on the website (www.tnrera.in) of the Authority.
- K. According to the prevailing laws/customs/practices in the State of Tamil Nadu, any person desirous of owning an apartment in a real estate project is required to purchase undivided interest/ share in the land and for the same purpose, such person is required to enter into an agreement for sale for purchase of undivided interest/ share in the land along with construction agreement for the purpose of undertaking construction of the corresponding apartment on undivided interest/ share in the land.
- L. The Allottee(s) further undertakes and confirms to comply with all the terms and conditions of this Agreement during his/her occupation. Furthermore, the Allottee(s) also acknowledges that in the event of his default in complying with any of the terms and conditions of this Agreement, including but not limited to all those set out hereinabove in Paragraph H, the Allottee(s) is aware that the residents association or its maintenance agency shall be entitled to initiate necessary recourse.
- M. The Allottee(s) prior to execution hereof, has taken inspection of all the documents in respect of the Project, including all sanctions, authorizations,

consents, no objections, permissions and approvals issued by appropriate authorities and has also performed due diligence of the Entire Land including but not limited to the Project Land/ Phase IV B Land and has fully satisfied himself/ herself/themselves about the rights, interest and title of the Land Owner and the Developer in the Project and the Project Land/ Phase IV B Land as well as the right to plan, develop, construct, sell and market the undivided share in Phase IV B Land/apartments/buildings in the Project as per the prevailing bye-laws/ guidelines of DTCP, Tamil Nadu and/ or any other government authority and the Allottee(s) has understood all limitations, restrictions and obligations in respect thereof. The Allottee(s) assures the Land Owner and the Developer that the investigations by the Allottee(s) are complete and the Allottee(s) is fully satisfied that the Land Owner and the Developer are competent to enter into this Agreement. The Allottee(s) further agrees to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued/to be issued by the governmental/competent authority(ies) in this regard to the Land Owner & the Developer from time to time.

- N. The Allottee(s) desirous of owning an apartment in the Ashiana Shubham Phase IV B has entered into an Agreement for Sale with the Developer for purchase of undivided share in Phase IV B Land (more particularly described in **Part- IV of Schedule- A** hereunder and hereinafter referred to as “UDS in Phase IV B Land”) and secured the right to appoint Developer to construct an apartment as per the scheme formulated by the Developer.
- O. The Land Owner has agreed to transfer UDS in Phase IV B Land in favour of the Allottee(s) subject to the terms recorded herein.
- P. The Allottee(s) agrees and acknowledges that the Allottee(s) is entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, statutory provisions applicable to the Project Land, Phase IV B Land, Ashiana Shubham Phase IV B, terms of construction of the Unit and that the Allottee(s) has clearly understood the Allottee(s)’s rights, duties, responsibilities, obligations thereunder, and agree to abide by the same.
- Q. Simultaneously with the execution of this Agreement, the Allottee(s) is required to execute a Construction Agreement for purpose of construction of the Unit on the UDS in Phase IV B Land of the Allottee(s). The Recitals set out herein would be read as part and parcel of this Agreement.
- R. The Land Owner and the Developer are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and

interest of the Land Owner regarding the Phase IV B Land on which Ashiana Shubham Phase IV B is being developed have been completed.

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

NOW THEREFORE, in consideration of, and subject to, the mutual covenants, agreements, terms and conditions contained herein, the mutual benefits to be derived there from and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1: DEFINITIONS

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

- 1.1** “ACT” means Real Estate (Regulation & Development) Act, 2016.
- 1.2** “APPLICABLE LAWS” shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Tamil Nadu including Real Estate (Regulation & Development) Act, 2016, Tamil Nadu Real Estate (Regulation and Development) Rules, 2017 and any other law which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement and applicable to the development / construction / sale of Ashiana Shubham Phase IVB.
- 1.3** “APARTMENT/UNIT” shall mean a space in Ashiana Shubham Phase IV B 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 use.
- 1.4** “CONSTRUCTION AGREEMENT” shall mean the agreement to be executed between the Allottee(s), Land Owner and the Developer simultaneously with the execution of this Agreement relating to the construction of a corresponding Unit on UDS in Phase IV B Land (as defined hereinbelow) forming part of Ashiana Shubham Phase IV B. Furthermore,

unless to the contrary, any references and/or definitions made in the Construction Agreement shall have the same meaning as described herein.

- 1.5** “**EARNEST AMOUNT**” shall mean 10% of the Total Sale Consideration for UDS in the Phase IVB Land.
- 1.6** “**ENTIRE LAND**” shall mean the land admeasuring 45 acres and 05 ½ cents situated at Sengundram Village, Govindapuram Hamlet, Maraimalai Nagar Municipal Limit, Chengalpet Taluk, Kancheepuram, Chennai, Tamil Nadu comprising of Project Villa Viviana developed upon portion of Entire Land, Ashiana Shubham Phase I, Ashiana Shubham Phase II, Ashiana Shubham Phase III, Ashiana Shubham Phase IV A and other future developments which shall be developed upon the Project Land (as defined hereinbelow) more particularly described in **Part I** of **Schedule ‘A’** annexed herewith.
- 1.7** “**PROJECT LAND**” shall mean the portion of Entire Land admeasuring 20 acres & 20 cents more particularly described in **Part II** of **Schedule ‘A’** annexed herewith.
- 1.8** “**HE OR HIS**” shall also mean either she or her in case the Allottee(s) is a female or it or its in case the Allottee(s) is a partnership firm or a company.
- 1.9** “**INTEREST RATE**” means the State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.
- 1.10** “**DELAY PAYMENT CHARGES**” means the charges payable by the Allottee(s) to the Developer for delay in payment of any amount, installment, charges, etc. at the rate of State Bank of India highest marginal cost of lending rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.
- 1.11** “**PHASE I LAND**” shall mean the portion of Project Land admeasuring 11135.4 sqm (119860 sqft)
- 1.12** “**PHASE II LAND**” shall mean the portion of Project Land admeasuring 12361.1 sqm. (133005.43 sq. ft.)
- 1.13** “**PHASE III LAND**” shall mean the portion of Project Land admeasuring 15942.12 sqm. (171600.98 sq. ft.)
- 1.14** “**PHASE IV A LAND**” shall mean the portion of Project Land admeasuring 13,382 Sqm. (144043.85 sq.ft.).

- 1.15** “**PHASE IV B LAND**” shall mean the portion of Project Land admeasuring 9,196.63 Sqm. (98991.70 sq. ft.) more particularly described in **Part III of Schedule “A”** annexed herewith on which Ashiana Shubham Phase IV B or the Said Project is proposed / being developed.
- 1.16** “**ASHIANA SHUBHAM PHASE I**” shall mean part of the Whole Project being constructed and developed on the portion of the Project Land i.e. Phase I Land comprising of flats, common areas and facilities, all improvements and structures thereon and all easements, rights and appurtenant and belonging thereto named as **Ashiana Shubham Phase I**.
- 1.17** “**ASHIANA SHUBHAM PHASE II**” shall mean group housing project comprising of group housing flats and common areas and facilities, being constructed and developed upon Phase IV A Land as per approved plans, after obtaining all the necessary permissions and approvals in accordance with Applicable Laws, known as “**Ashiana Shubham Phase II**”.
- 1.18** “**ASHIANA SHUBHAM PHASE III**” shall mean group housing project comprising of group housing flats and common areas and facilities, being constructed and developed upon Phase III Land as per approved plans, after obtaining all the necessary permissions and approvals in accordance with Applicable Laws, known as “**Ashiana Shubham Phase III**”.
- 1.19** “**ASHIANA SHUBHAM PHASE IV A**” shall mean group housing project comprising of group housing flats and common areas and facilities, being constructed and developed upon Phase IV A Land as per approved plans, after obtaining all the necessary permissions and approvals in accordance with Applicable Laws, known as “**Ashiana Shubham Phase IV A**”.
- 1.20** **ASHIANA SHUBHAM PHASE IV B**” shall mean group housing project comprising of group housing flats and common areas and facilities, being constructed and developed upon Phase IV B Land as per approved plans, after obtaining all the necessary permissions and approvals in accordance with Applicable Laws, known as “**Ashiana Shubham Phase IV B**”
- 1.21** “**WHOLE PROJECT**” shall mean the senior living residential project comprising of flats, parking facility, club house, other amenities and facilities etc. constructed / to be constructed in different phases upon the Project Land and named as “**Ashiana Shubham.**”
- 1.22** “**ALLOTTEE(s)**” shall mean and include:

- (a) If the Allottee(s) be an individual then his/her heirs, executors, administrators, legal representatives, successors and permitted assigns;
- (b) If the Allottee(s) be a Hindu Undivided Family, then its karta and member(s) for the time being, their survivors and respective heirs, executors, administrators, legal representatives and permitted assigns;
- (c) In case the Allottee(s) be a Partnership Firm, then its partners for the time being, their respective heirs and executors, administrators, legal representatives and permitted assigns; and
- (d) In case the Allottee(s) be a limited company, then its successor or successors-in-interest and permitted assigns;

1.23 “**SCHEDULE**” means the Schedule attached to this Agreement;

ARTICLE 2 - PRICE AND PAYMENT TERMS

- 2.1** Subject to the terms & conditions as detailed in this Agreement, the Land Owner hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase UDS in Phase IV B Land as described in the **Schedule “B”** hereunder for total sale consideration as detailed in **Part-I of Schedule C** (“**Total Sale Consideration**”).
- 2.2** The Total Sale Consideration shall be paid by the Allottee(s) as per the schedule of payment mentioned in **Part II of the Schedule “C”** (hereinafter referred to as “**Payment Plan**”) hereunder written.
- 2.3** All other charges, which are specifically mentioned in this Agreement and does not form part of the Total Sale Consideration, shall be paid by the Allottee(s) in addition to Total Sale Consideration as per this Agreement.
- 2.4** In addition to the Total Sale Consideration, the Allottee(s) shall also be liable to pay proportionate charges for insurance of Unit and Project as and when demanded by the Developer.
- 2.5** In addition to the Total Sale Consideration, Allottee(s) shall be liable and responsible to pay all taxes, including but not limited to GST and Cess or any other similar taxes which may be levied, in connection with the UDS in Phase IV B Land.

- 2.6 The Allottee(s) agrees that the UDS in Phase IV B Land agreed to be conveyed to the Allottee(s) shall be corresponding to the Unit to be constructed and the Allottee(s) shall have no objection if there is any variation in the UDS in Phase IV B Land agreed under this Agreement and the area of UDS in Phase IV B Land which shall be finally conveyed. In case of any kind of disagreement regarding area calculations between the Parties, the decision of the project Architects appointed by the Developer shall be final and binding on the Parties to this Agreement
- 2.7 That all the payments to be paid under this Agreement by the Allottee(s), apart from the loan amount, shall be paid directly by the Allottee(s) to the Developer. Any loan amounts availed by the Allottee(s) shall be directly disbursed/ released by the bank/financial institution to the Developer and the same shall be treated as payments made on behalf of the Allottee(s). Notwithstanding whether the loan is obtained or not, the Allottee(s) shall be liable to pay to the Developer on the due dates the relevant installments and all other sums due under this Agreement and in the event, if there is any delay and or default is made in payment of such amounts, the Allottee(s) shall be liable for the consequences including payment of delayed payment charges on the outstanding payment as provided in this Agreement.
- 2.8 The Land Owner hereby covenant with the Allottee(s) that the UDS in Phase IV B Land agreed to be conveyed and transferred by the Land Owner to the Allottee(s) is free from all encumbrances and defects in the title and that the Land Owner has full and absolute power to convey and transfer the UDS in Phase IV B Land.
- 2.9 The right of the Allottee(s) to purchase the UDS in Phase IV B Land shall be subject to the Allottee(s) engaging the Developer for construction of his/her Apartment through the Developer by entering into a Construction Agreement in accordance with the scheme of development formulated by the Developer.
- 2.10 The Allottee(s) agrees that the execution of the Construction Agreement with the Developer and timely payment of installments as per the payment schedule in the respective agreements executed under the scheme of development shall be condition precedent for purchase of UDS in Phase IV B Land.

ARTICLE 3 - TIME IS THE ESSENCE-

- 3.1 The time is the essence with respect to the Allottee(s) obligations to pay the consideration as per the Payment Plan along with other payments and other charges stipulated under this Agreement to be paid on or before due date or as and when demanded by the Developer, as the case may be, and also to perform

or observe all other obligations of the Allottee(s) as mentioned under this Agreement.

- 3.2** Breach of any of the terms and conditions of this Agreement or any default by the Allottee(s) in payment of the Total Sale Consideration or any installment thereof on the due dates, for whatsoever reasons shall be construed as breach of this Agreement committed by the Allottee(s) and without prejudice to any other rights of the Land Owner and the Developer, the Land Owner and/or the Developer may at their discretion/option, cancel this Agreement as per the terms and conditions of this Agreement.
- 3.3** The Allottee(s) agrees to pay the Total Sale Consideration for sale of the UDS in Phase IV B Land without committing any default in the Payment Plan and in case the Allottee(s) defaults in making the payments then the Allottee(s) shall be liable to pay Delay Payment Charges for the period of delay. It is specifically agreed that timely payment of the Total Sale Consideration by the Allottee(s) as per the Payment Plan shall be the essence of this Agreement.
- 3.4** The Allottee(s) hereby authorizes the Developer to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee(s) against the UDS in the Phase IV B Land, if any, in his/ her name and the Allottee(s) undertakes not to object/ demand/ direct the Developer to adjust his payments in any manner. The Allottee(s) expressly waives requirement(s) of service of any notice of such appropriation.
- 3.5** For all payments, the date of clearance of the demand draft/pay order/cheque shall be taken as the actual date of payment. In addition to other rights and remedies available to the Developer/Land Owner under the Applicable Laws, equity and under this Agreement, in case of dishonor of the demand draft/pay order/cheque for any reason, the Developer shall be entitled to charge from the Allottee(s) bank charges for dishonor of the said instrument and an additional amount of Rs.1,000/- towards administrative handling charges.
- 3.6** That where the Allottee(s) proposes to cancel/withdraw from Ashiana Shubham Phase IV B without any fault of the Land Owner or the Developer, before the completion of Ashiana Shubham Phase IV B, the Land Owner/Developer shall be entitled to forfeit the Earnest Amount, all any taxes, duties, cess, etc. deposited by the Land Owner/Developer to the concerned department/authority in respect of the UDS in Phase IV B Land and all other penalties and Delay Payment Charges in respect of the UDS in Phase IV B Land, 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 Developer to the Allottee(s) without any

interest, from the amounts realized by the Developer from resale of UDS in Phase IV B Land to a new allottee.

3.7 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 3.7 (i) above continues for a period beyond 60 days after demand notice from the Developer in this regard and/or defaults in payment or delay in remittances of payments on due date under this Agreement for more than two instances;
- (iii) breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
- (iv) violation of any of the Applicable Laws on the part of the Allottee(s).

3.8 The Party of the First Part's rights/remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned Clause 3.7 above shall be as follows:

- (i) Upon occurrence of event of default mentioned in Clause 3.7(i) the Allottee(s) shall be liable to pay Delay Payment Charges on the overdue amounts for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Developer and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Developer;
- (ii) Upon occurrence of event of default mentioned in Clause 3.7(ii), (iii), (iv) the Developer shall be entitled to cancel the allotment by terminating this Agreement by serving a notice of 15 days to the Allottee(s) in this regard;

3.9 The rights and remedies of the Land Owner and Developer under this Clause shall be in addition to other rights and remedies available to the Land Owner and Developer under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without interest shall not be deemed to be a waiver by the Land Owner / Developer of its right of charging such interest or of the other rights mentioned in this Agreement.

3.10 Upon termination of this Agreement by the Developer as mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the UDS in Phase IV B Land. The Land Owner and Developer shall be entitled to transfer/sale UDS in Phase IV B Land to any other person or otherwise deal with UDS in Phase IV B Land in any manner

whatsoever and the Developer 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 UDS in Phase IV B Land to a new Allottee(s), from the amounts realized from the such new Allottee(s):

- (i) The Earnest Amount;
- (ii) all taxes, duties, cess, etc. deposited by the Land Owner and/or Developer to the concerned department/authority in respect of the UDS in Phase IV B Land;
- (iii) The Delay Payment Charges paid/payable by the Allottee(s) to the Developer as per Clause 3.8(i), if applicable;

3.11 It is further clarified that the Allottee(s) unconditionally agrees to do all such further acts and things including but not limited to execution of documents, presenting the same for registration before authorities including the Sub-Registrar, etc. that shall be required by the Land Owner and/or Developer, as may be necessary to effect validly the cancellation of this Agreement.

3.12 Cancellation/termination of this Agreement would automatically deem cancellation/termination of Construction Agreement and such other agreements entered into between the parties under the scheme of development. Similarly, this Agreement shall automatically stand terminated upon termination of any of the agreements entered into between the Parties under the scheme of development. The Allottee(s) shall be entitled to seek specific performance of this Agreement or the Construction Agreement only upon his/her timely payment of all the installments and other dues on the respective due dates as set out herein and in the Construction Agreement and as and when demanded by the Developer. Similarly, the Land Owner and the Developer shall be entitled to seek specific performance of this Agreement on failure on part of the Allottee(s) to comply with terms and conditions of this Agreement.

3.13 Breach of terms and conditions of either this Agreement or the Construction Agreement shall be construed as breach of both the agreements and accordingly both the agreements shall be read harmoniously. It is therefore explicitly acknowledged by and amongst the Parties that this Agreement shall not be enforceable *de hors* the Construction Agreement that shall be executed amongst the Parties.

ARTICLE 4 – REGISTRATION OF AGREEMENTS, SALE DEED, STAMP DUTY, FEES

- 4.1 The Land Owner and the Developer agrees to execute this Agreement along with Construction Agreement with the Allottee(s) and the execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's office or at some place, which may be mutually agreed between the Land Owner and Developer and the Allottee(s), in 20 Days after the Agreement is duly executed by the Allottee(s) and the Land Owner and Developer or simultaneously with the execution of this Agreement shall be registered at the office of the Sub-Registrar. Hence, this Agreement shall be deemed to have been executed at Chengalpet.
- 4.2 Upon intimation by the Developer, the Allottee(s) shall be liable to get this Agreement registered within the period of 30 days from the date of intimation by the Developer.
- 4.3 In case the Allottee(s) fails to execute/register this Agreement within the period of 30 days from the date of intimation by the Developer to the Allottee(s), the Developer shall be entitled to terminate this Agreement after giving 15 days notice and upon such termination the consequences of termination mentioned in clause 3.10 herein-above shall apply.
- 4.4 The Land Owner and the Developer agrees to execute a Sale Deed in respect of UDS in the Phase IV B Land in favour of the Allottee(s), on compliance of the terms and payment of all sums mentioned herein as well as in the Construction Agreement and/ or mentioned in any other agreement related thereto, agreed to be entered into with the Land Owner and the Developer. The Parties hereto shall co-operate with each other for registration of the Sale Deed in pursuance of this Agreement. The Allottee(s) agrees not to claim possession till Sale Deed and Construction Agreement are executed and registered in his/their favour and the entire amount with regard to the Unit is completely paid by the Allottee(s) and the no due letter is issued by the Developer.
- 4.5 The stamp duty, registration charges prevailing at the time of registration of this Agreement, Construction Agreement, Sale Deed and any other agreement/ documents, legal fees/ expenses and all other miscellaneous and incidental expenses/ charges for execution and registration shall be solely borne and paid by the Allottee(s).
- 4.6 The Land Owner and Developer agree that they shall do all such acts and deeds necessary and requisite to convey absolute and marketable title in respect to the UDS in Phase IV B Land as defined in **Schedule B** in favor of Allottee(s).

- 4.7 Upon complete compliance of all the terms and conditions of this Agreement including Construction Agreement, the Land Owner and Developer shall duly offer physical and vacant possession of the Unit to the Allottee(s) by way of issuance of offer letter in respect of handing over of possession.

ARTICLE 5 - TAXES

- 5.1 The Party of the First Part shall be liable to pay land taxes (if applicable), Municipal taxes and all other taxes, public charges, rents, cess, levies and outgoings payable in respect of the UDS in Phase IV B Land till the date of registration of sale deed or delivery of possession of the Unit to the Allottee(s), whichever is earlier. The Allottee shall be deemed to have taken possession of the said Unit on the 30th day of the date of the notice of completion the Unit (and such 30th day hereinafter called “**the deemed date of possession**”). However, from Deemed Date of Possession, the Allottee(s) shall be liable to pay the taxes including property tax, charges, levies corresponding to his UDS in Phase IV B Land. If the Land Owner and/or Developer has to pay the aforesaid amounts on the behalf of the Allottee(s), shall be liable to reimburse the same to the Developer within 15 days from the date of notice in this regard from the Developer failing which the Developer shall be entitled to charge Delay Payment Charges for the period commencing on the date on which the Developer paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Developer.
- 5.2 The Allottee(s) may deduct tax Deduction at Source (TDS) under Section 194 IA of the Income Tax Act, if applicable, from time to time. Such TDS would be deducted from Total Sale Consideration being paid by the Allottee(s) to the Developer. On every payment 99% amount is to be paid to the Developer and 1% amount is to be paid to Govt. of India (Income Tax Department), for the same Allottee(s) needs to issue certificate in form 16B to the Developer. The Developer shall not credit the amount in the account of the Allottee(s), till the time Allottee(s) has issued the certificate to the Developer.

ARTICLE 6 - NATURE OF USAGE AND RIGHT OF THE ALLOTTEE(S)

- 6.1 The Allottee(s) agrees to own the UDS in Phase IV B Land as described in **Schedule “B”** and enjoy the same in common with other owners or Allottees(s) of undivided share in Phase IV B Land.

- 6.2** The Allottee(s) shall simultaneously enter into a Construction Agreement along with this Agreement. The Allottee(s) shall have no right to enter into Construction Agreement with any person other than the Developer.
- 6.3** The Allottee(s) shall not seek partition and separate possession of his/her/their/its undivided right, title and interest as described in **Schedule B**. He/she/they shall not object to the construction of composite apartment/ Unit blocks for senior living that shall be constructed by the Developer on the Phase IV B Land. He/she/they hereby specifically confirm and agree that the Developer, shall be entitled to construct and develop Ashiana Shubham Phase IV B upon the Phase IV B Land as may be decided by the Developer and to the extent permissible at any time by the DTCP, Local Planning Authority/Local Panchayat/ CMDA, or any such other concerned statutory and regulatory authorities, without any intervention of the Allottee(s).
- 6.4** It is further clarified that the Recitals stated above does hereby form a part of this Agreement including but not limited to the conditions set out in Recital hereinabove, the Allottee(s) further agrees to respect the rights of all other Allottees(s) who have agreed to purchase undivided share in Phase IV B Land and get constructed similar apartments/Units in Ashiana Shubham Phase IV B.

ARTICLE 7 - NOTICES

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

M/s. ASHIANA HOUSING LTD	Allottee(s)

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 Party of the First Part or the Allottee(s), as the case may be.

ARTICLE 8 – INDULGENCE

- 8.1** The Parties hereto agree that in the event of there being any delay in or indulgence shown by either of the Parties with regard to the enforcement of any of the terms of this Agreement, the same shall not be construed as a waiver of rights on the part of the Party showing such indulgence or forbearance and the Parties shall be entitled to enforce such right without prejudice to such indulgence or forbearance shown.

ARTICLE 9 - INDEMINIFICATION-

- 9.1** The Allottee(s) shall, without prejudice to any other rights of the Party of the First Part, agrees to indemnify and keep fully indemnified, hold harmless and defend the Party of the First Part, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Party of the First Part or which the Party of the First Part may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement, Construction 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) due to failure of the Allottee(s) to register this Agreement as per Clause 4.3 and/or (v) termination of this Agreement by the Party of the First Part due to any default/delay on the part of the Allottee(s).
- 9.2** The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.
- 9.3** The indemnification rights of the Party of the First Part under this Clause shall be in addition to any other rights and remedies available to the Party of the First Part under Applicable Laws, equity and this Agreement.

ARTICLE 10 - COPIES OF THE AGREEMENT-

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

ARTICLE 11 - JOINT ALLOTTEE(S)-

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

ARTICLE 12- PARTY OF THE FIRST PART SHALL NOT MORTGAGE OR CREATE A CHARGE:

- 12.1** That the Land Owner and the Developer hereby further covenant with the Allottee(s) that the Land Owner and the Developer shall not encumber, create a charge over or otherwise deal with the UDS in Phase IV B Land as described under Schedule- B hereunder or any part thereof in a manner contrary other to the terms of this Agreement. The Land Owner and the Developer hereto shall not enter into any agreement in respect of the UDS in Phase IV B Land described in Schedule - B hereunder with any other persons during subsistence of this Agreement.

ARTICLE 13 - GOVERNING LAWS & JURISDICTION

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

ARTICLE 14 - SEVERABILITY

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

ARTICLE 15 – NON-TRANSFERABILITY/ASSIGNMENT

- 15.1** That the Allottee(s) shall not be entitled to transfer/assign the interest, rights under this Agreement in favour of anyone else before registration of sale deed in respect of UDS in Phase IV B Land as described under Schedule-B except with the prior written consent of the Developer.
- 15.2** The Allottee(s) hereby agrees that the assignment of the Allottee(s)'s right

under this Agreement to any third party shall be subject to the prior written permission of the Developer and further agrees to pay to the Developer an assignment fee for the same.

ARTICLE 16- RIGHT TO AMEND

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

ARTICLE 17- WAIVER NOT A LIMITATION TO ENFORCE:

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

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

ARTICLE 18- PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES:

18.1 It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the UDS in Phase IV B Land and Ashiana Shubham Phase IV B shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the UDS in Phase IV B Land, in case of a transfer, as the said obligations go along with the UDS in Phase IV B Land for all intents and purposes.

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

ARTICLE 19 - LIEN

19.1 Without prejudice to any of the terms and conditions mentioned in this

Agreement, Construction Agreement and any other incidental agreement/s or documents as amended upto date, the Party of the First Part shall jointly and severally have the necessary lien and first charge on the UDS in Phase IV B Land as detailed in the **Schedule "B"** and the Unit for all amounts that the Allottee(s) is liable to pay under this Agreement and the Developer shall be entitled to recover and receive the same from the Allottee(s) and shall be entitled to withhold the possession of the UDS in Phase IV B Land as detailed in the **Schedule "B"** and the Unit as described in the Construction Agreement, until the receipt of full payment thereof and of the other charges as and when may become payable by the Allottee(s) under this Agreement, Construction Agreement or the Applicable Laws.

ARTICLE 20 - FURTHER ASSURANCES:

20.1 Allottee(s) shall, at its/his own cost and expense from time to time, on being required to do so by Developer now or at any time in the future, execute and do (or procure to be executed and done by any other necessary party) all such deeds, documents, acts and things as Developer may from time to time require whether on or after the execution of this Agreement as may be necessary to give full effect to the subject matter under this Agreement.

ARTICLE 21 - DISPUTE RESOLUTION:

21.1. All or any dispute arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, failing which the same shall be settled through adjudicating officer appointed under the Act.

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

SIGNED, EXECUTED & DELIVERED

1. Land Owner: ESCAPADE REAL ESTATE PVT. LTD.

2. Developer: ASHIANA HOUSING LIMITED

3. ALLOTTEE(S):

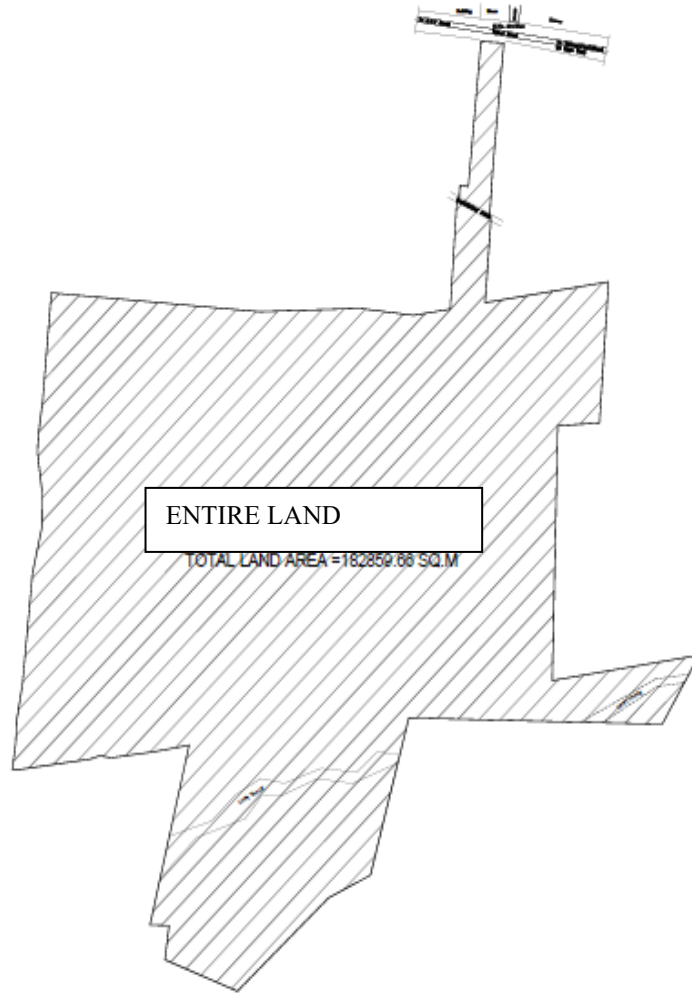
Witnesses- 1.

2.

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

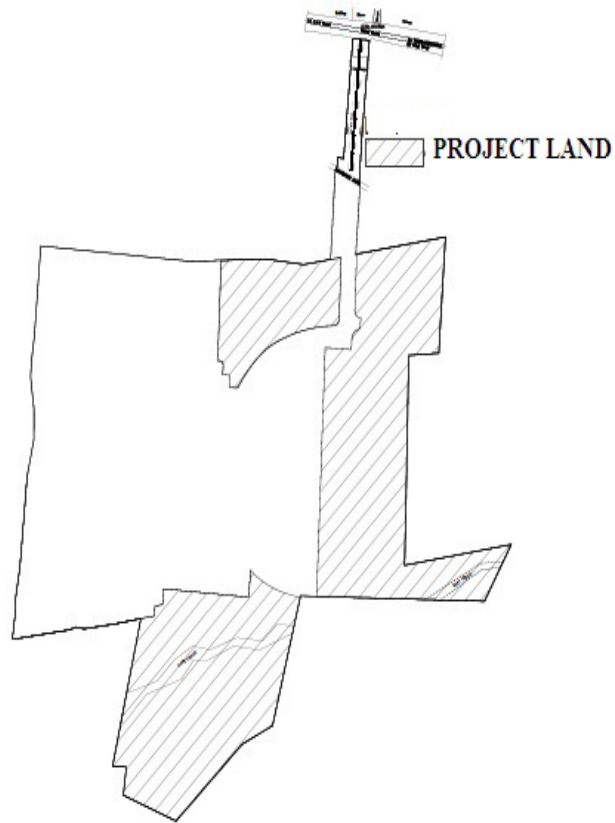
All that piece and parcel of vacant lands measuring to a total extent of 45 acres and 5½ cents (182397.38 sq.mt – 19,62,596 Sq.ft.) and comprised in S.Nos. 388/4B (4 cents), 389/1 (46 cents), 394/11B (10 cents), 394/16 (13 cents), 394/21 (5 cents), 394/4 (42 cents), 438/7B (11 cents), 387 (1 acre and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

cents), 394/5B (86 cents), 394/10A (17 cents), 394/12 (58 cents), 394/14A (13 cents), 389/3A (20 cents), 389/4D1 (28 cents), 389/3B (140 cents), 384 (30 cents), 389/4D2 (26 cents), 394/8B1 (23 cents), 394/9 (22 cents), [393/12A1 (15 cents), 393/12A2 (15 cents), 393/12A3 (9 cents), 393/12A4 (2 cents), 393/12A5 (10 cents), 393/12A6 (9 cents), 393/12A7 (9 cents), 393/15A2 (22 cents) 393/15B4 (7 cents) and as per Gramanatham the survey numbers are changed into 393/9, 10, 11, 12, 52, 51, 50, 8 and 54] 393/15B1 (5 cents), 393/15B2 (2 cents) & 393/15B3 (21 cents), 390/2B3 (20 cents) as per Patta Nos. 445, 242, 1745, 1759, 1666, 3631, 398, 1665, 1846, 137, 245, 66, 612, 3783, 3035, 1468, 213, 1894, 1626, 178, 1119, 1844, 1843, 1467, 1545, 850, 965, 961, 1111, 328, 1895, 154, 172, 547, 370, 185, 1554, 1303, 870, 248, 185, 328, 967, 253, 1470, 1317, 18, 9, 1896, 1944, 1470, 985, 18, 882 together with wells and service connections thereon; [as per New Patta Nos.4833 & 4885 stands in the name of M/s.Escapade Real Estate Pvt. Ltd.], situated at Sengundram Village, Govindapuram Hamlet, Maraimalai Nagar Municipal Limit, Chengalpet Taluk, Kancheepuram District and situated within the Registration District of Kancheepuram and Joint-II Sub Registration District of Chengalpet, Chennai, Tamil Nadu and as shown in map below



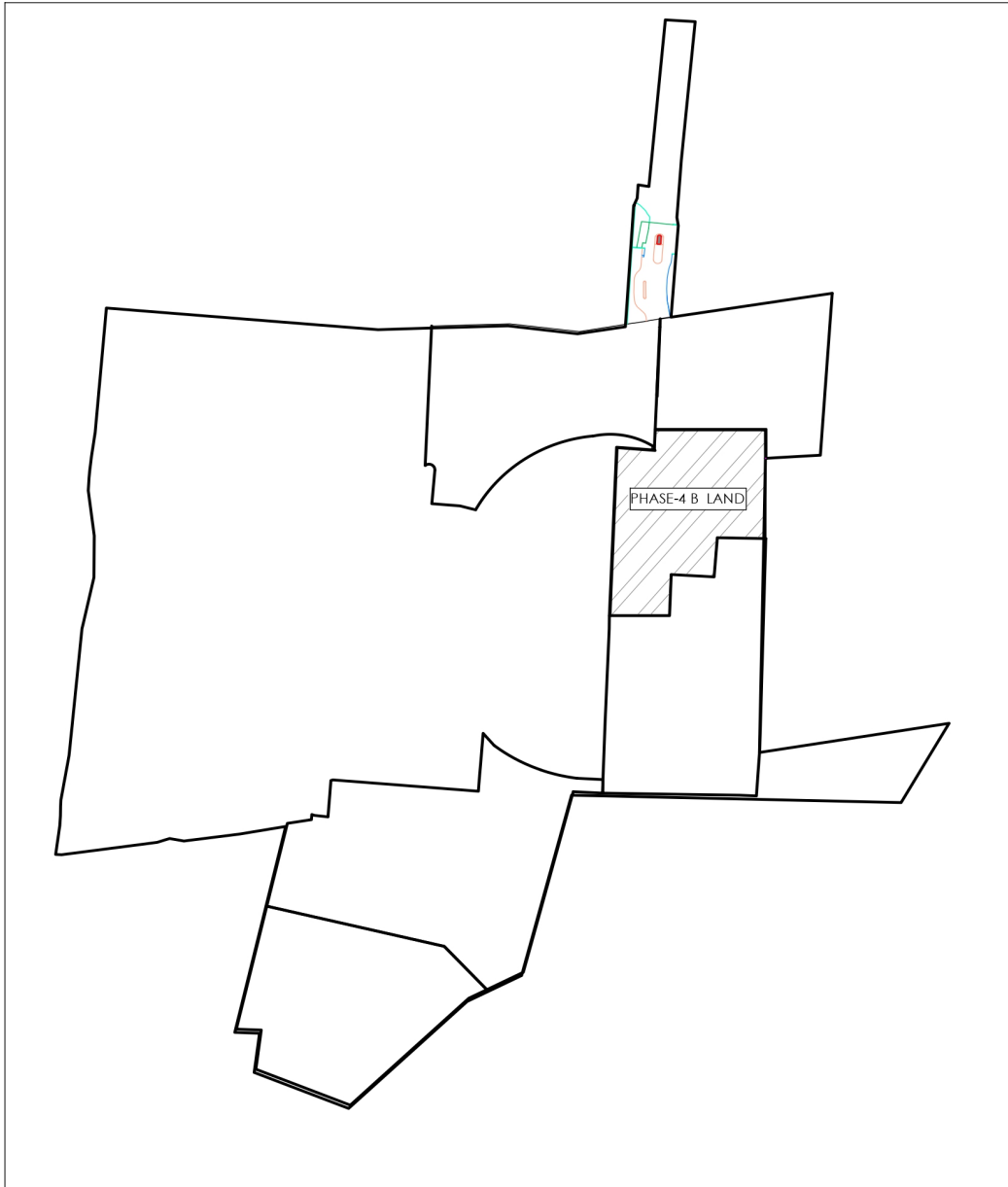
**PART II OF SCHEDULE A
ABOVE REFERRED TO AS PROJECT LAND**

All that part and parcel of the portion of Entire Land measuring 20 acres and 20 cents under survey no. 381/1A(2.32), 381/1B1(1.53), 381/1B2(1.12), 381/3A(1.02), 381/3B(0.18), 381/3C(0.49), 383/1A(0.59), 383/1B(1.42), 383/1C(0.06), 383/3(0.15), 390/2B1(0.20), 390/2B2(0.21), 390/2B3(0.20), 390/2B4(0.22), 390/4(0.39), 390/5(0.38), 390/6A(0.18), 390/6B(0.18), 390/7A(0.07), 390/7B(0.34), 390/8(0.07), 394/1(0.46), 394/10A(0.17), 394/10B(0.17), 394/11A(0.10), 394/11B(0.10), 394/12(0.58), 394/14A(0.13), 394/14B1(0.12), 394/14B2(0.17), 394/14B2(0.08.5), 394/14B3A(0.06), 394/14B3B(0.06), 394/2A(0.12), 394/2B(0.02), 394/2C(0.07), 394/2D(0.02), 394/2E(0.15), 394/2F(0.11), 394/3(0.44), 394/4(0.42), 394/5A&8B2(0.70), 394/5B(0.86), 394/6(0.44), 394/8A(0.23), 394/8B1(0.23), 394/9(0.22), 389/4A(0.16), 384(0.07), 385(0.29), 386 (0.40.50), 387, 390/3A(0.79), 390/3B (0.79) situated at Sengundram Village, Govindapuram Hamlet, Maraimalai Nagar Municipal Limit, Chengalpet Taluk, Kancheepuram, Chennai, Tamil Nadu and as shown in map below-



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

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



Boundaries-

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

SCHEDULE B
(Description of UDS in Phase IV B Land)

All that undivided share measuring _____ sqm (_____ sq. ft.) being part of the Phase IV B Land on which Ashiana Shubham is being developed.

PART I SCHEDULE C

Total Sale Consideration in respect of undivided share in Phase IV B Land is **Rs.** _____
(Rupees _____ only),

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

The said Total Sale Consideration amount of Rs. _____ (Rupees _____ only), mentioned in Part-I hereinabove shall be paid by the Allottee(s) to the Developer in installments as follows.

Payment Terms	Amount Appropriated towards UDS
At the time of Booking	_____
Within 30 days of Booking	_____
On Commencement of Construction	_____
TOTAL	_____
<u>Total Price (Excluding Infrastructure & Basic Amenity Charges (I&BAC) and Interest, GST)</u>	
<u>Payment Received till date-</u>	

*Total Receipts	_____

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