

Value of Stamp Paper :
Stamp No & Date :
Village : Sohna
Amount paid by Customer : Rs.

Agreement for Sale ("Agreement") executed between Promoter **M/s. Ashiana Dwellings Private Limited** and Mr. _____, Son of Mr. _____ (Allottee) for **Apartment No. _____** on _____ **Floor** in **Tower – T7** in the Project **Ashiana Mulberry Phase IV (branded as Ashiana Mulberry Moments)** situated at Village Sohna, Sector 2, Sohna, District Gurugram, Haryana.

(Authorised Signatory)
Ashiana Dwellings Pvt. Ltd.

Mr. Sanjeev Sharma
(First Allottee)

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this _____ day of _____,

By and Between

M/s. Ashiana Dwellings Private Limited (CIN:U45400WB2014PTC201892), a company incorporated under the provisions of the Companies Act, 2013 having its registered office at 5F, Everest, 46/C, Chowringhee Road, Kolkata - 700071, West Bengal and its corporate office at 3H, Plaza M6, District Centre Jasola, New Delhi - 110025 (PAN : AAMCA6551D), through its authorized signatory Mr./Mrs. _____, S/o. W/o. Mr.

_____ (Aadhaar No. : _____), authorized vide board resolution dated _____ and presented for registration by Mr. _____ S/o. Mr. _____ (Aadhaar No. : _____) authorized vide board resolution dated _____ hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

And

Mr. _____, Son of Mr. _____ (Aadhar No. : _____, PAN : _____) aged about _____ years Resident of _____ hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

The Promoter and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires -

"**Act**" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

"**Agreement**" means this Agreement for Sale which may also be referred as Apartment Buyer Agreement executed by the Allottee and the Promoter.

"**Allottee**" means the person to whom the said Apartment has been provisionally allotted and who is entering into this Agreement with the Promoter for Allotment of the said Apartment and includes all joint/ co-allottees.

"**Association**" means the Association of Allottees/Owners' Association / Association of Apartment Owners to be formed in terms of provisions of the Act and the Haryana Apartment Ownership Act, 1983.

"**Building**" means the building/ tower in which the Apartment allotted to the Allottee and being purchased by the Allottee vide this Agreement is located.

"**Buildings**" mean the various towers/ buildings in the said Complex/ Project.

"**Carpet Area**" means carpet area as defined under Act.

"**Common Areas and Facilities**" shall be as provided in the Declaration or lawful amendments thereto filed by the Promoter in terms of the Haryana Apartment Ownership Act 1983 and the Rules framed there under and/or any other statutory enactment or modifications thereof applicable on the said Apartment/ Project, and shall exclude Commercial facilities/ Building provided in the Total Licensed Project.

"**Conveyance Deed**" means the deed of conveyance which shall convey title of the said Apartment in favour of the Allottee in accordance with this Agreement and the Apartment Act and shall also include and mean Sale Deed.

"**Declaration**" shall mean the Declaration (including any amended Declaration) filed/ to be filed under the Haryana Apartment Ownership Act, 1983 with the competent authority, with regard to the said Apartment/ said Building/ said Project/ Total Licensed Project.

"**DGTCP**" shall mean the Director General, Town and Country Planning, Haryana.

"**DHBVNL**" shall mean Dakshin Haryana Bijli Vitran Nigam or any such authority constituted by Govt. of Haryana for distribution of Electricity either through Individual connection or through Single Point Bulk Supply HT Electric Connection to the Project.

"**Government**" means the Government of the State of Haryana;

"**Limited Common Areas and Facilities**" shall mean those common areas and facilities, which are specifically designated as such in the Declaration and are specifically reserved and allotted for exclusive use, enjoyment and access of certain apartment or apartments in the Project to the exclusion of other apartments or units of Economically weaker section (EWS) and shall include reserved car parking spaces provided in the open, stilt and basement for exclusive use of designated apartments.

"**Maintenance Agency**" shall mean the agency who is assigned by the Promoter or the Association the responsibility for organizing and managing the maintenance of the Common Areas and Facilities in the said Project/ Total Licensed Project.

"**Maintenance Agreement**" means the Maintenance Agreement to be executed by the Allottee and, Promoter and/or Maintenance Agency.

(Authorised Signatory)
Ashiana Dwellings Pvt. Ltd.

Mr.
(First Allottee)

“**Maintenance Charges**” shall mean the charges payable by the Allottee to the Promoter, Association or Maintenance Agency for the maintenance of the Common Areas and Facilities in the said Project/ Total Licensed Project.

“**Project**” means that part **Ashiana Mulberry Phase IV** out of Total Licensed Project (Ashiana Mulberry) which has been registered under RERA vide Registration No. dated comprising of Tower - T7 having 138 residential apartments together with such common areas, facilities and amenities of Total Licensed Project which are essential for occupancy and habitation of these 138 residential apartments and are essential for grant of Occupation Certificate for said Tower.

“**Project Land**” means that part of Total Project Land on which the present Project as defined herein is being developed.

“**Rules**” means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana.

“**Reserved Car Parking Space**” shall mean the designated/ reserved car parking space or spaces in the Basement, Stilt or Open exclusively allotted to the Allottee in the Project as Limited Common Area with exclusive right for parking his light motorized vehicles meant for personal use only.

“**Section**” means a section of the Act.

“**Taxes and Cesses**” shall mean any and all taxes payable by the Promoter to the Government/Authorities and collectable/ recoverable from the Allottee including GST and labour cess or any other taxes, charges, levies by whatever name called, in connection with the construction of the said Apartment/ said Complex, now or in future.

“**Total Area**” of the Apartment includes RERA defined Carpet Area, area of exclusive Balconies/exclusive Varandahs/exclusive deck (covered or uncovered), full area under the external wall if the said wall is exclusive for the Apartment or half area under the external wall if the said wall is being shared by an adjoining unit and Proportionate Common Area.

“**Total Licensed Land**” means the land admeasuring 10.25 acres (41480.213 Sq. M.) for which License for setting up a Residential Group Housing Colony has been granted by DGTCP Haryana situated at Village Sohna, Sector 2, Sohna, District Gurugram, Haryana.

“**Total Project Land**” means the balance Land admeasuring 8.717 acres (35,279.27 Sq. M.) more or less after demarcation of 1.53 acres (6,201 Sq. M) for National Highway, Service Road and green belt out of Total Licensed Land.

“**Total Licensed Project**” means the full project sanctioned to be developed and constructed on Total Project Land.

WHEREAS :

- A. The Promoter is the absolute and lawful Owner of the Land admeasuring 10.25 Acres (41480.213 Sq. M) under various Khasra Nos. situated at Village Sohna, Sector 2, District Gurugram, Haryana more fully described in **Schedule A/1** (hereinafter referred to as **Total Licensed Land**) having purchased the same vide Sale Deed registered as document No. 5832 on 31-03-2015 at the office of Sub - Registrar Sohna.
- B. The DGTCP granted a license to the erstwhile Owners bearing No. 16 of 2014 dated 10.06.2014 (“License”) for setting up of a Residential Group Housing Colony on the Licensed Land which License has been transferred by DGTCP in favour of the Promoter vide Memo No LC-2817-JE(VA)/2015/9498 dated 08-06-2015. A part of the Licensed Land has been demarcated by DGTCP for the purpose of service road and green belt and the balance land admeasuring 8.7177 Acres (35,279.22 Sq. M.) has been demarcated for development and construction of a Group Housing Project (hereinafter referred to as **Total Project Land** and shown in **Schedule A/2**).

The Promoter has planned development of multi-storied multi-building residential group housing project under the name and style of “Ashiana Mulberry” on the Total Project Land to be developed and constructed in phased manner in multiple phases and comprising of residential apartments/units in various towers, car parking spaces, Common Areas and Facilities, Community Building, EWS units, nursery school, convenient shopping etc. (Total Licensed Project).
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been complied with;
- D. The DGTCP, Haryana has granted the Licence to develop the Project vide approval dated 10-06-2014 bearing License No.16 of 2014 and its revisions/extensions. Further, DGTCP has approved the Phasing Plan of the Project vide Memo No. ZP-1062-Vol-II/JD(RA)/2025/19227 dated 22.05.2025
- E. The Promoter has obtained approval of the Building Plans for the current phase namely T o w e r - T7 from DGTCP vide Memo No. ZP-1062-Vol-II/JD(RA)/2025/32004 dated 18.08.2025 (shown in **Schedule A/3**). The Promoter agrees and undertakes that it shall not make any changes to the current phase except in strict compliance with section 14 of the Act and other laws as applicable;
- F. **Ashiana Mulberry Phase I** out of the Total Licensed Project, comprising of Tower Nos. T1, T2 & T3 (also known as A1, B1 & A2) having 180 Residential Apartments together with common areas, facilities and amenities of Total Licensed Project including EWS Block, Basement for Covered Parking, Electrical Sub Station (ESS), Sewage Treatment Plant (STP), Underground Tank (UGT) etc. (shown in **Schedule A/4** hereinafter referred to as Phase I Project) and has been completed and Occupation Certificate has been issued by the DGTCP vide Memo no ZP-1062/JD(RA)/2022/32955 dated 02.11.2022.
- G. **Ashiana Mulberry Phase II named as Mulberry Blossom** out of the Total Licensed Project, comprising of Tower Nos. T4, T5 & T6 (also known as A3, B2 & A4) having 180 Residential Apartments together with common areas, facilities and amenities of Total Licensed Project including EWS Block, Basement for Covered Parking, Electrical Sub Station (ESS), Sewage Treatment Plant (STP), Underground Tank (UGT) etc. (shown in **Schedule A/4** hereinafter referred to as Phase 2 Project) and is under construction as on date.

Now the Promoter has planned to commence development, construction and sale of **Ashiana Mulberry Phase IV (Ashiana Mulberry Moments)**

comprising of Tower - T7 having 138 Residential Apartments together with common areas, facilities and amenities of Total Licensed Project which are essential for occupancy and habitation of these 138 residential apartments and are essential for grant of Occupation Certificate and shown in **Schedule A/5** has been registered under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Gurugram under Registration No. dated (hereinafter referred to as **Project herein**)

It is made clear by the Promoter and understood and agreed by the Allottee that the present Project **Ashiana Mulberry Phase IV (branded as Ashiana Mulberry Moments)** is a part of Total Licensed Project (Ashiana Mulberry) and is being constructed on a part (Project Land) out of Total Project Land, in accordance with Building Plans sanctioned by DGTCP on Total Project Land and is an independent phase as defined under the Act. The Promoter intends to sell, develop and construct the balance part of Total Licensed Project in future in multiple phases which shall be registered as separate Projects/Phases under RERA whenever they are undertaken in future and all the Phases shall together constitute Total Licensed Project.

It is clarified that the Common Areas and Facilities and Amenities provided in the Project together with the Common Areas and Facilities and Amenities provided in Ashiana Mulberry Phase I & II and those which shall be provided in remaining Phases in future unless defined specifically as limited common area shall all form integral part of and constitute Common Areas and Facilities and Amenities to be provided for the Total Licensed Project as per Sanctioned Building Plans or any permissible revisions thereof in future. All the Allottees of Total Licensed Project including Allottees of the Project (Ashiana Mulberry Phase IV) and Ashiana Mulberry Phase I & II and balance Phases to be constructed in future shall be entitled to use and enjoy the same.

Some of the Common Facilities and Amenities like HT Grid Supply Line, ESS, UG Water Storage Tanks, Pumps & Supplylines, Fire Fighting pumps & equipments, Community Building, EWS Block including its Apartments / Buildings and Facilities are being provided as per requirement for the Total Licensed Project spread across the Total Project land and all the Allottees of Total Licensed Project Ashiana Mulberry including allottees of Ashiana Mulberry Phase I, II & IV and all future Phases shall be entitled to use the same, unless specified differently in the Declaration.

It is made clear by the Promoter to Allottee that the Total Licensed Project has presently been approved based on FAR of 1.75 with 498 Main Dwelling Units and other commensurate EWS units/ spaces/ areas but the Promoter has planned the Project for maximum FAR of 2.50 and maximum number of Main Dwelling Units not exceeding 940 Nos. with commensurate other EWS units/ spaces/ areas and the Promoter shall be entitled to develop and construct upto the aforesaid maximum planned limits in future phases of Total Licensed Project, if the same is permitted by DGTCP and other competent authorities in future before grant of final Completion Certificate or filing of Final Declaration as required under law. The Allottee has understood, agreed and granted his consent and no objection to the same.

- H. The Allottee had applied for Residential Apartment in the Project vide **Application dated _____** and has been allotted **Apartment No. _____** having **Carpet Area of _____ Sq. Ft. (_____ Sq. M.)** on _____ Floor in Tower – T7 (“Building”) along with **Exclusive Right of usage of only (____) No. Reserved Covered Car Parking Bay at Basement Level (Single Bay) as Limited Common Area** as permissible under the applicable law and right in the common areas (“Common Areas”) as defined under Rule 2(1)(f) of Rules, 2017 of the State (hereinafter referred to as the “Apartment” more particularly described in **Schedule B** and the floor plan of the apartment is annexed hereto and marked as **Schedule C**);
- I. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein;
- J. The Allottee acknowledges that the Promoter has provided all the information and clarifications to the Allottee as required by him including statutory approvals and other relevant documents pertaining to the said Project and Total Licensed Project, including site plan, building plans and apartment plans showing the proposed apartments & buildings, common areas and facilities in the said Project and Total Licensed Project and has identified the Apartment applied for and the rights and interest of the Promoter in the said Project and to enter into this Agreement and the Allottee has understood and satisfied himself about the same.
- The Allottee has relied on his own judgment and investigation in deciding to apply for allotment of the said Apartment and has not unduly relied upon and/or is not influenced by any architect’s plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by the Promoter, or any authorized RERA registered selling agents/ sales organizers/ brokers (only RERA registered Real Estate Agents are authorized to sell the Project) or otherwise including but not limited to any representations relating to the description or physical condition of the said Apartment/ said Building/ said Project and Total Licensed Project.
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project;
- L. The Parties, relying on the confirmations, representations and assurances of each other, do 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;
- M. In accordance with the terms and conditions of 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 along with parking as specified in **Para G.**

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 and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment for Residential purposes along with parking as specified in Para H.

1.2 The Total Price for the built up Apartment for residential use along with Parking based on the Carpet Area is Rs. _____/- (Rupees Only) ("Total Price of Apartment").

Block / Building / Tower No.	_____
Apartment No.	__ - _____
Type	___ Bedroom + __ Toilets
Floor	_____ Floor
Parking	Exclusive Right of usage of only _ (One) No. Reserved Covered Car Parking Bay at Basement Level (Single Bay)
Carpet Area	_____ Sq. Ft. (_____ Sq. M.)
Rate of Total Price of Apartment per Sq. Ft. of Carpet Area	Rs. _____
Total Price of Apartment	Rs. _____

Taxes

Goods and Services Tax (GST) shall be charged extra at applicable rate at the time of invoice

Explanation:

- (i) The Total Price of Apartment as mentioned above includes the booking amount paid by the Allottee to the Promoter towards the Apartment along with parking;
- (ii) The Total Price of Apartment as mentioned above excludes applicable Taxes (GST and Cess or any other taxes/ fees/ charges/ levies etc. which may be levied, in connection with the development/ construction of the Project(s) paid/ payable by the Promoter up to the date of handing over the possession of the Apartment along with parking (if applicable) to the Allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession:

Provided that, in case there is any change / modification in/ introduction of new taxes/ charges/fees/levies etc., the subsequent amount payable by the Allottee to the Promoter shall be increased/ decreased based on such change / modification/ introduction.

Provided further, if there is any increase in the taxes/ charges/ fees/ levies etc. after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee;

However, if Possession is not taken by the Allottee within the stipulated date, the Allottee shall be liable to pay any increase in taxes if the stipulated Date for Possession is within Schedule Date of Completion as per registration with the Authority including any extension of Registration granted by the Authority. Further, if there is any increase or imposition of new taxes/ cesses levied with retrospective effect after receipt of Occupation Certificate or after offer of Delivery of Possession of Apartment (whichever is earlier) then such taxes/ cesses shall be treated as unpaid Price of said Apartment and the Promoter shall be entitled for recovery of such charges from the Apartment Allottee in accordance with prevailing laws.

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and detailed in **Schedule D** and the Allottee 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 the taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment for residential usage along with Parking includes recovery of price of land, development/ construction of not only of the Apartment but also of the Common Areas (if applicable), Internal Development Charges, Infrastructure Augmentation charges, external development Charges, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas maintenance charges as per para 11 etc and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment for residential usage along with parking (if applicable) in the Project but does not include taxes, fees, levies etc .

That at present the fire safety measures in the said Project / Total Licensed Project and the Apartment have been provided as per the existing fire safety norms. If, however, due to any subsequent legislations/ government regulation/orders or directives or guidelines or any change in existing guidelines or amendments in Fire Code/ National Building Code, if any additional fire safety measures are required to be installed by the Promoter, other than as provided/ to be provided, in terms of sanctioned Building plans before completion of Project, then the Allottee shall be liable to pay proportionate charges in respect thereof. This condition will survive even if such additional fire safety

measures are required to be provided by the Promoter even after handing over possession and conveyance of the said Apartment and/or after receipt of Completion Certificate.

1.3 The Total Price of Apartment is escalation-free, save and except increases which the Allottee 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 for increase in development charges, cost/ charges/ fees/ levies etc. imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Company is not additionally charging any External Development Charges (EDC) & Infrastructure Development Charges (IDC) from any Customer. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule D ("Payment Plan")**.

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 8% per annum for the period by which the respective installment 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 by the Promoter unless agreed upon by the Allottee(s).

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building plans, layout/ demarcation-cum-zoning plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'E'** and **Schedule 'F'** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities. Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals/ instructions/ guidelines of the competent authorities. Further, facilities/ services/ development works/ amenities, which will be provided in the subsequent phases of Total Licensed Project, may be changed or relocated depending upon the nature, requirements and market demand and the Allottee has understood and agrees and hereby grants his consent and no objection to the same. The Promoter shall not be liable for obtaining any further consent for the same from the Allottee(s).

1.7 The Promoter shall confirm to the carpet area that has been allotted to the Allottee after the construction of the Building/ Apartment, as the case may be, is complete and the occupation certificate/ part occupation (as the case may be) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within 90 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than five percent of the carpet area of the apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule D**. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this Agreement.

Note:

- a. All internal dimensions in the Apartment as shown in Sale Brochure and Schedule B hereinafter are measured from unplastered wall to wall i.e. before plaster as per architectural and structural construction drawings.
- b. The Carpet Area of said Apartment given in Para 1.2 above has been calculated as follows :
Carpet Area as per RERA definition less Area under plaster and skirting of periphery/ external walls.
- c. Balcony dimensions are taken from unplastered face of external wall to external face of Balcony wall

1.8 Subject to Para 9.3 the Promoter agrees and acknowledges that after registration of the Conveyance Deed of the Apartment, the Allottee shall have the right to the Apartment along with parking as mentioned below :

- (i) The Allottee shall have exclusive ownership of the Apartment along with parking ;
- (ii) The Allottee shall also have a right in the Common Areas as provided under Rule 2(1)(f) of Rules, 2017 of the State. The Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the association of Allottees/ competent authorities after duly obtaining the occupation certificate/ part occupation certificate/ part completion/ completion certificate from the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017 of the State;
- (iii) The Allottee has the right to visit the project site to assess the extent of development of the project and his Apartment. However in order to prevent any accidental injury, the allottee shall be allowed to view the progress of the project from a safe distance and shall not be permitted to enter into under construction building.

1.9 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/ charges/ levies etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the

apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outstanding (s) and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.10 The Allottee has paid a sum of **Rs. _____** /- (Rupees _____ Only) comprising of Rs. _____/- as payment towards booking amount plus Rs. _____/- as GST/Taxes at the time of Application (**Booking amount** is defined as 10% of Total Price of Apartment); the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining **Total Price of Apartment** and other payable amounts as prescribed in the **Payment Plan (Schedule D)** as may be demanded by the Promoter within the time and in the manner specified therein: Timely payment of the amounts/ installments by the Allottee is the essence of this contract and of utmost importance and essential for the Promoter to complete the Project on schedule. The Allottee shall be liable to make payment of balance installments/ amounts upon receipt of demand notice from the Promoter which shall, inter-alia, state completion of the corresponding milestone /construction stage. A demand for payment shall be sufficiently made by dispatching the notice/ communication by courier/ speed post/ E-mail and shall be deemed to have been received on the expiry of three days after the posting of such letter.

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay Delay Payment Charges calculated as per State Bank of India Highest Marginal Cost of Lending Rate (MCLR) + 2% p.a. prescribed in the Rule 15 of HRERA Rules, 2017

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction/ development milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the **Payment Plan (Schedule D)** through A/c Payee cheque/ demand draft/ bankers cheque or online payment (as applicable) in favour of "**ADPL Master A/c Ashiana Mulberry Phase IV**" payable at New Delhi.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- (i) The Allottee, if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any other statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals 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 Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee 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 the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- (ii) The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/ allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment along with parking to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017. Similarly, timely payment by the Allottee of the installments/ amounts due, upon receipt of demand notice from the Promoter, as per Payment Plan given in **Schedule D** shall also be the essence of this Agreement. The Allottee agrees that non-payment/ delay in making payments by him and/or other Allottees adversely affects the progress of the Project and exposes the Promoter/ Project to the liabilities which may not be quantifiable at the time of default and the Allottee shall forfeit his right to claim compensation for delay of the Project. Further, if payment is not made within the period stipulated then the Allottee shall be liable to pay Delay Payment Charges at the rate prescribed in the Rules i.e. 2% above State Bank of India highest Marginal Cost of Lending Rate (MCLR).

6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT:

The Allottee has seen the proposed layout plan/demarcation-cum-zoning /site plan/building plan, specifications, amenities, facilities, etc. depicted in the advertisement/brochure/agreement/website regarding the project(s) where the said Apartment along with parking is located and has accepted the floor/site plan, payment plan and the specifications, amenities, facilities, etc. [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter.

The Promoter shall develop the Project in accordance with the bye-laws, such as Haryana Building Code 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/ allotment as well as registration of RERA, etc. 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 provisions and norms prescribed by the HARYANA REAL ESTATE REGULATORY AUTHORITY 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 Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities, and any breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment -

- (i) The Promoter agrees and understands that timely delivery of possession of the Apartment along with parking (if applicable) to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the Agreement.
- (ii) Subject to receipt of Occupation Certificate within 60 days from the date of Application, the Promoter assures to hand over possession of the Apartment along with parking (if applicable) by **31.08.2030** plus a grace period of 6 months as per agreed terms and conditions unless there is delay due to "force majeure" as defined in the act, Court orders, Government policy/ guidelines, judicial pronouncements affecting the regular development of the real estate project, pandemic/epidemic and ban on construction activities as a means to prevent pollution by any Government Body, Tribunal, Court, Forum etc. If, the completion of the Project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the commensurate extension of time for delivery of possession of the Apartment. The Promoter shall be deemed to have completed the construction as per agreed scheduled if application for grant of Occupation Certificate is filed within the schedule given above.
- (iii) The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure and above mentioned conditions, the Promoter shall inform the Allottee about this impossibility and about insurance claims filled with Insurance Company along with notice of termination and above mentioned conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee, the entire amount received by the Promoter from the Allottee within ninety days or receipt of insurance claims for the damages caused to the Project due to force majeure conditions whichever is later. The Promoter shall insure the Project by way of Contractor's All Risk (CAR) policy or Fire & Special Perils policy or any other appropriate insurance policy available for said purpose for adequate value. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. The Promoter shall not be held responsible/ liable for time taken in grant of Occupation Certificate beyond 60 days from the date of Application for reasons not attributable to the Promoter.

7.2 Procedure for taking possession of Built-up Apartment -

- (i) The Promoter, upon obtaining the occupation certificate or part thereof of building blocks in respect of Group Housing along with parking (if applicable) shall offer in writing the possession of the Apartment within three months from the date of above approval to the Allottee(s) as per terms of this Agreement.
- (ii) The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter shall provide copy (on demand) of occupation certificate or part thereof in respect of Group Housing along with parking (if applicable) at the time of conveyance of the same. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges and holding charges as determined by the Promoter/ Association of Allottees/ Competent Authority, as the case may be

7.3 Failure of Allottee to take Possession of Apartment -

- (i) Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Apartment from the Promoter by making all payments payable as per Agreement and executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and/or as required under law, and the Promoter shall give possession of the Apartment to the Allottee as per terms and condition of the agreement. In case the Allottee does not take possession of the Apartment within time stipulated in the Possession Notice, then the Allottee shall be liable to pay holding charges @ Rs. 100/- per Sq. Ft. per month of Carpet Area for the delay period the Allottee does not take Possession of the Apartment. In addition to holding charges, the Allottee shall also be liable to pay maintenance charges and delay payment charges for the delay period.
- (ii) In case the Allottee fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in Para 7.2, such Allottee shall continue to be liable to pay maintenance charges and holding charges as specified in Para 7.2.

7.4 Possession by the Allottee -

After obtaining the occupation certificate of the building blocks in respect of Group Housing colony/ Commercial colony and handing over the physical possession of the Apartment along with parking (if applicable) to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, and common areas to the association of allottees or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.

7.5 Cancellation by Allottee -

The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/ withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount i.e. 10% of Total Price of Apartment, paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and no payment of any due payable to the promoter) and all/any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/ authority in respect of the said Apartment, brokerage paid, sales commission paid/payable, all other penalties and of any nature whatsoever in respect of the said Apartment, as on the date of such termination from the amounts paid by the Allottee till such date. The rate of interest payable by the Allottee to the Promoter shall be the State

Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within ninety days of such cancellation subject to the sale of the allotted unit.

7.6 Compensation -

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for 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" Court orders, Government policy/ guidelines/Decisions, if the Promoter fails to complete or is unable to give possession of the Apartment along with parking (if applicable).

- (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or
- (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee(s), in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due.

Provided that if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within ninety days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There is encumbrance of following Financial Institutions/ Banks/ Funds/ NBFC on the Project "Ashiana Mulberry" by way of equitable mortgage on 6.91 Acres of Total Licensed Land located at Sector 2, Sohna, Gurgaon, Haryana with charge of entire share of sale proceeds/ receivables accruing from sold and unsold area against loans availed :
 - a. First *pari passu* charge of IDBI Trusteeship Services Limited having Registered Office at Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai - 400001 as Debenture Trustee on behalf of Secured Optionally Convertible Debentures "OCDs Series I" Holder (s).
 - b. First *pari passu* charge of IDBI Trusteeship Services Limited having Registered Office at Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai - 400001 as Debenture Trustee on behalf of Secured Optionally Convertible Debentures Series "OCDs 2023" Holders.
- (iv) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project(s) or phase(s), as the case may be, as well as for the Apartment being sold to the Allottee(s) 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 to be in compliance with all applicable laws in relation to the Project(s) or phase(s), as the case may be, as well as for the Apartment for residential use and for common areas as provided under Rule 2(1)(f) of Rules, 2017;
- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment for residential use which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment for residential use to the Allottee(s) in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment for residential use along with parking (if applicable) to the Allottee(s), common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017;
- (ix) The Schedule Property is not the subject matter 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 Schedule Property;
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the offer of possession of apartment has been issued, as the case may be and as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof, equipped with all the specifications, amenities ,facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules, 2017;

- (xi) 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 said property) has been received by or served upon the Promoter in respect of the said Land and/ or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the "force majeure", Court orders, Government policy/ guidelines/decisions, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the developed Apartment along with parking (if applicable) to the Allottee within the time period specified in Para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority or such time as may be extended by the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment 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 for which occupation certificate or part thereof has been issued by competent authority.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (iii) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee be required to make the next payment without any interest for the period of such delay; or
- (iv) The Allottee 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 under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within ninety days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment along with parking (if applicable), which shall be paid by the Promoter to the Allottee within ninety days of it becoming due.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Promoter as per the **Payment Plan (Schedule D)** annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount from Invoice date at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond ninety days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment along with parking (if applicable) in favour of the Allottee and refund the money paid to the Promoter by the allottee without any interest and after forfeiting the booking amount paid for the allotment, interest due on delayed payments of installments as per the terms of the Agreement for sale, taxes, cess, levies, sale commission, brokerage paid on account of the said unit. The rate of interest payable by the Allottee to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money, after all deductions as mentioned aforesaid, paid by the Allottee shall be returned by the Promoter to the Allottee within Ninety days of such cancellation subject to the sale of the aforesaid Unit. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that, the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter on receipt of Total Price of Apartment and all other amounts payable as per Para 1.2 and more fully detailed in **Schedule of Payments (Schedule D)**, shall execute a conveyance deed preferably within three months but not later than six months from possession and convey the title of the Apartment for which possession is granted to the Allottee.

Provided that, the Apartment is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules, 2017. However, in case, the Allottee fails to deposit the stamp duty and/ or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/ her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee to the Promoter.

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association of Allottees or the competent authority, as the case may be, upon the issuance of the Occupation certificate/ part thereof of the project or for a period of two years from the date of Occupation Certificate whichever is earlier. The cost of such maintenance has been included in the Total Price of the Apartment based on prices prevailing as on date. The same may be modified based on inflation index and minimum wages prevailing as on date of commencement of maintenance. The indicative Terms and Clauses regarding Common Area Maintenance of the Project is annexed herewith in **Schedule G** and Scope of Complex Common Area Maintenance and Management is briefly stated in **Schedule G**. In case, the Allottee/ Association of allottees fails to take possession of the said essential services as envisaged in the agreement or prevalent laws governing the same, then in such a case, the Promoter or the developer has right to recover such amount as spent on maintaining such essential services beyond his scope.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect (as defined under Rules) or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or Date of Offer of Possession whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within ninety 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 or under any applicable laws.

Provided that, the Promoter shall not be liable for any such structural/ architectural defect induced by the Allottee(s), by means of carrying out structural or architectural changes from the original specifications/ design.

Further the Promoter shall not be responsible for any defect or damage caused by any act of providence, insurrection, civil riot, third party, delay in taking possession or by occupants of said Apartment or occupants of other Apartments in the said Building. Further, in case the Allottee delays in taking over possession as per Possession Notice, the five year defect liability period shall be reckoned from stipulated Date of Possession in Notice/ Deemed Date of Possession and not actual date of delayed possession referred to in Para 7.2.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS AND MAINTENANCE WORKS:

The Promoter/ Maintenance Agency/ association of allottees/ competent authority shall have rights of access of Common Areas, parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the association of allottees and/ or maintenance agency/ competent authority to enter into the Apartment after giving due notice and entering the said premises during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).

14. USAGE:

Use of Basement and Service Areas : The basement(s) and service areas, if any, as located within the Total Licensed 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, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Promoter/ Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottee(s), maintenance agencies/ competent authority for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- (i) Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment along with parking (if applicable) at his/ her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment along with parking (if applicable), or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment along with parking (if applicable) and keep the Apartment along with parking (if applicable), its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- (ii) The Allottee/ Association of allottees 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 face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/ Association of allottees shall not store any hazardous or combustible goods in the Apartment and parking (if applicable) or place any heavy material in the common passages or staircase of the Building. The Promoter/ Allottee(s)/ association of allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or common areas which otherwise are available for free access. The Allottee/ Association of allottees shall also not remove any wall, including the outer and load bearing wall of the Apartment and parking (if applicable), as the case may be.
- (iii) The Allottee/ Association of allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/ or maintenance agency appointed by association of allottees/ competent authority. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of Apartment along with parking (if applicable) with the full knowledge of all laws, rules, regulations, notifications applicable in the State and related to the project. The Allottee covenants to observe all rules and regulations of the local Authority, municipal corporation/ local body and keep the Promoter and owners/ occupiers of other apartments in the said Project/ Total Licensed Project indemnified, secured and harmless against all costs, consequences and damages arising out of any breach, defaults or non-compliance of the same by the Allottee. The Allottee shall be liable to pay from the deemed date of Possession or Date of actual Possession whichever is earlier House Tax, Property Tax, Fire Fighting Tax or any other fees, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the said Apartment is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee to the Promoter/ Owners' Association in proportion to the Carpet Area of said Apartment. The Allottee agrees to reimburse the same to the Promoter/ Owners' Association/ Maintenance

Agency within 15 days from the Date of Demand in this regard failing which delay payment charges/ delay interest @ 18% p.a. shall also be payable by the Allottee.

The Allottee hereinafter agrees to comply with all legal requirements for purchase of immovable property wherever applicable and to sign all requisite application forms, affidavits, undertakings, any other papers/ documents etc. in this regard. The Allottee also agrees to comply with requirements of the Income Tax Act, 1961, as applicable, if any and he alone shall be responsible for consequences due to his failure to comply with same.

The Association of Allottees shall be liable and responsible for applying or obtaining renewal of All NOC, statutory renewals which are required to be obtained for the Building in future after conveyance of common areas in favour of Association of Allottees. Failure to get statutory approvals or renewal within the prescribed time and/or consequences resulting due to non renewal of the statutory approvals shall not cast any liability on the Promoter.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for guidelines/ permissions/ directions or sanctions by competent authority. However the Promoter shall be fully entitled to construct on the remaining part of the Total Project Land as per the sanctioned plans or revisions thereof and the Promoter shall be solely entitled to any unbuilt FAR/FSI in present on in future to be determined on the Total Project land and obtain revision of sanctioned plans with an intent to construct and develop on the balance part of the Total Licensed Project in accordance with rules and regulations of DGTCP Haryana. It is clarified by the Promoter and the Allottee agrees that the Promoter shall be entitled to connect all the facilities including but not limited to the electric, water, sanitary and drainage, power back-up, road network, parks & lawns to the balance part of Total Licensed Project to be developed in future along with Ashiana Mulberry Phase I and Ashiana Mulberry Phase II. The Allottee agrees that under any circumstances he shall not stop or take any steps to stop such construction on the ground of nuisance, disturbance or for other reasons of any nature whatsoever or demand any compensation or make any objection/ claim.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and parking (if applicable) and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment and parking (if applicable).

The Promoter shall have the right to raise construction finance/ loan from any Bank/ Financial Institutions/ Body Corporate and for this purpose shall be required to create charge/ mortgage/ securitization of the Project and / or Total Project Land and the Buildings/ Apartments constructed/ to be constructed in future thereon and receivable there from neither in full or in part in favour of said Banks/ institutions and the consent of the Allottee shall be deemed to have been granted for creation of such charge during the construction/ development of the Project. Notwithstanding the foregoing, the right and interest of the Allottee to said Apartment shall not be affected by such charge/securitization and the Promoter hereby confirms that it shall transfer said Apartment to the Allottee and execute & register sale/ conveyance deed in respect thereof in his favour free from all such encumbrances.

19. APARTMENT OWNERSHIP ACT

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the relevant Acts, Rules and Regulations/ bye laws, instructions/ guidelines and decisions of competent authority prevalent in the State of Haryana. All Approvals and compliances can be seen by the allottee at the corporate office of the Promoter/Project website/HRERA portal.

20. BINDING EFFECT:

By just forwarding this Agreement to the Allottee by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. Secondly, the Allottee and the Promoter have an obligation to execute the agreement and also register the said agreement as per the provision of the relevant Act of the State.

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 and further execute the said agreement and register the said agreement, as per intimation by the promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within sixty days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever. If, however, after giving a fair opportunity to the Allottee to get this agreement executed, the Allottee does not come forward or is incapable of executing the same, then in such a case, the Promoter has an option to forfeit the booking amount equivalent to ten percent of Total Price of Apartment and further deduct all taxes, cess, levies, sales commission, brokerage paid in connection with the aforesaid Unit.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties concerned in said agreement.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S) / SUBSEQUENT ALLOTTEE(S):

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the **Payment Plan (Schedule D)** including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the 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 the 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.

25. 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 Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement, it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the area/ carpet area of the Apartment and parking (if applicable) bears to the total area/ carpet area of all the Apartments in the Project.

27. 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.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete 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, in 30 days after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered as per provisions of the relevant State Act at Tehsil Sohna, District Gurugram, Haryana. Hence this Agreement shall be deemed to have been executed at Tehsil Sohna, District Gurugram, Haryana

29. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

Name & Address of Allottee

Mr. _____

Promoter Name & Address

**M/s. Ashiana Dwellings Pvt. Ltd.
3H, Plaza M6, District Centre Jasola New
Delhi -110025**

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered 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, as the case may be

30. JOINT ALLOTTEES:

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 Allottees.

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Apartment, prior to the execution and registration of this Agreement for Sale for such apartment, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

32. 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 Act and the Rules and Regulations made thereunder including other applicable laws prevalent in the State for the time being in force.

33. DISPUTE RESOLUTION:

All or any disputes 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 discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

34. JURISDICTION:

The Civil courts at Gurugram and Hon'ble Punjab and Haryana High Court along shall have the jurisdiction in any and all matters arising out of or in relation to this Agreement

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee

Signature

Name

Mr. _____

(FIRST ALLOTTEE)

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter

(Authorised Signatory)

Ashiana Dwellings Pvt. Ltd.

3H Plaza M6 Dist. Centre JasolaNew

Delhi - 110025

WITNESSES:

1. _____

Address _____

2. _____

Address _____

The 'Schedules' to this Agreement for Sale as agreed to between the Parties are annexed hereinafter

SCHEDULE - A/1**Details of Total Licensed Land**

Rectangle	Kila No	Area (in Kanal - Marla)	
		Kanal	Marla
55	1	8	0
	7	7	4
	8	8	0
	9	8	0
	10	8	0
	11	8	0
	13	8	0
	14	7	10
	6	8	0
56	7/1	6	12
	7/2	1	8
	8/1	3	6
TOTAL		82	0

or 10.25 Acres

: 17 :

SCHEDULE - A/2

Total Project Land

(Authorised Signatory)
Ashiana Dwellings Pvt. Ltd.

Mr. _____
(First Allottee)

: 18 :

SCHEDULE - A/3

Sanctioned Total Licensed Project

(Authorised Signatory)
Ashiana Dwellings Pvt. Ltd.

Mr. _____
(First Allottee)

SCHEDULE - A/4

Ashiana Mulberry Phase – I & II

: 20 :

SCHEDULE - A/5

Ashiana Mulberry Phase – IV

(Authorised Signatory)
Ashiana Dwellings Pvt. Ltd.

Mr. _____
(First Allottee)

SCHEDULE - B

Above referred to Said Apartment

Apartment No	___ - _____	Tower : T7	Floor : _____ Floor
Carpet Area	_____ Sq. Ft. (_____ Sq. M.)		
Total Area	_____ Sq. Ft. (_____ Sq. M.)		

- Not to Scale. 1 Sq. Mtr = 10.76 Sq. Ft.
- All dimension shown above are as per the terms of this Agreement.

: 22 :

SCHEDULE - C

Floor Plan

Apartment No	___ - _____	Tower : T7	Floor : _____ Floor
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Schedule - D

SCHEDULE OF PAYMENT

First Allottee	Mr. _____
Second Allottee	_____
Apartment No.	___ - _____
Payment Plan	Construction Linked Installment Payment Plan

Statements of Amounts Payable

Unit Price of Apartment (A)	Rs. _____
Advance Common Area Maintenance & Management (CAMM) Charges for 24 Months	Rs. _____
Advance Common Area Grid Electricity Charges for 24 Months (CAEC)	Rs. _____
Advance Common Area DG Charges for 24 Months (CAEC)	Rs. _____
Advance Water Charges for 24 Months (Common + Individual)	Rs. _____
Legal Charges	Rs. _____
Pre Paid Electricity Meter & System Charges	Rs. _____
Interest Free Maintenance Security Deposit (IFMSD)	Rs. _____
Contribution towards Capital Equipment Repair & Replacement Fund (Sinking Fund)	Rs. _____
Total B	Rs. _____
Total Price of Apartment (A+B)*	Rs. _____

Rupees Only

* **Taxes** : Goods and Services Tax (GST) shall be charged extra at applicable rate at the time of invoice

Remarks

- The Allottee shall also be liable to pay stamp duty, registration charges, legal charges towards advocate fees and documentation charges and any other charges applicable at the time of registration of this Agreement for Sale and for the Sale Deed/Conveyance Deed in respect of the Apartment, which shall be exclusively borne and paid by the Allottee(s).
- Presently Electricity Distribution Company (DHBVNL) approves only Single Point Connection for the Complex. The allottee shall pay the Company Charges for creation of Single Point Infrastructure, Meter, Metering system etc. In case the Allottee(s) has to apply to the Electricity Distribution Company (DHBVNL) individually for obtaining individual electric connection if approved by DHBVNL for supply of power and the meter for their respective units, the Allottee(s) shall be required to pay the applicable security deposit, and other costs and charges for individual electric connection to DHBVNL, which will be intimated later.
- Charges & deposits for sewer and water connection to the complex provided or to be provided by Municipal / Government bodies are payable by the allottee proportionately as determined at the time of possession or later whenever applicable.
- Charges on account of formation and membership fee of Association of Allottees are payable additionally as determined at the time of possession.
- Advance Common Area Electricity Charges (CAEC) are for 24 months per flat per month towards proportionate common area electricity charges and shall be payable by the Allottee to the Promoter at the time of Possession. The Final amount shall be worked out every year on the basis of actual usage and any surplus / deficit shall be refunded/ charged additionally.
- 2 years Advance Maintenance Charges (CAMM) shall be used to provide Complex Maintenance & Facility Management services viz Campus Security, Common Area House Keeping & Garbage Disposal, Horticulture, Maintenance of Lifts, Generators, Water Pumps & Filtration Units, Fire Pumps, EPABX system and other common area electro mechanical equipments including their Annual Maintenance Charges, services of an Electrician, Plumber & Estate Manager for the Maintenance of the Complex.

The Proportionate share of expenses on account of common area electricity consumption, Generator Power Back, Building Insurance (individual flat plus common areas) shall be charged extra or as per actuals per units consumed or on Carpet Area basis as decided by the Company. The Advance Maintenance Charges (CAMM) shall be levied from the date of commence of Maintenance as decided by the company.

(Authorised Signatory)
Ashiana Dwellings Pvt. Ltd.

Mr. _____
(First Allottee)

7. Interest Free Maintenance Security Deposit (IFMSD) is a security deposit which shall be used in case of default/arrears in the payments towards Maintenance Charges. This shall be refunded after deduction of any arrears, unpaid dues etc, if any, to the individual flat allottees in the event Company or its nominee maintenance agency/company cease to organize the services of facilities management & maintenance as per the terms of the Maintenance Agreement.
8. Presently HSVP/HUDA/Municipal water supply is not available to the Project. The Promoter has applied to HSVP/ HUDA for making arrangements for supply of water to the Project. Till such time HSVP /HUDA/ Municipal water becomes available to the Project , water is proposed to be arranged through water tanker supply from external sources and the recurring cost incurred for procuring potable water shall be borne and paid proportionately by all the Apartment Owners for self use as well as for common area usage.
9. Capital equipment Repair and Replacement Fund (Sinking Fund) shall be payable at the time of possession, as determined by the promoter. The usage of the same shall be guided by the terms of the Maintenance Agreement. Upon cessation of maintenance contract, the balance amount if any shall be transferred to the Registered Association of Allottees.
10. The Company may in its sole discretion, permit assignment of an allotment only after receipt of minimum 50% of Unit Price of Apartment along with any other dues/ outstanding / interest on delayed payments etc. and payment of administrative charges @ Rs. 500.00 Per Sft on Carpet Area or any other fees as described by the Company from time to time . In case of bank loans, the allottee shall be responsible for the transfer of bank loan to his transferee and for all bank charges, such as processing fees, foreclosure charges or any other charge, fee, commission levied by the lending bank/Housing Finance Institutions (HFI).

PAYMENT PLAN

S. No	Stage	Percentage%	Amount (₹)
1	On Booking/Allotment	10% of Unit Price of Apartment	_____
2	Within 60 days of Allotment or AFS Execution whichever is later	15% of Unit Price of Apartment	_____
3	On Completion of Casting of 12th Floor Slab	25% of Unit Price of Apartment	_____
4	On Completion of Casting of Top Floor Slab	25% of Unit Price of Apartment	_____
5	On Completion of Installation of Lifts	10% of Unit Price of Apartment	_____
6	On Completion of filing of Application for Occupation Certificate	5% of Unit Price of Apartment	_____
7	On Completion of receipt of Occupation Certificate	5% of Unit Price of Apartment	_____
6	Upon Offer of Possession	5% of Unit Price of Apartment + Possession stage Charges & Deposits	_____
TOTAL			_____

- Note :
1. Goods and Services Tax (GST) shall be charged extra at applicable rate at the time of invoice
 2. The stages of payment stated above shall become due and payable as and when the said stages of construction are achieved in the Apartment allotted herein or in the respective Tower as applicable, irrespective of the order in which they appear above.
 3. Other charges as mentioned in the Payment Plan Remarks clause 1 to 10 shall be payable along with intimation of offer or possession.

**Schedule - E
Specification**

(# Refer to Disclaimer attached herewith)

Structure		RCC framed structure certified by IIT or equivalent. All external wall are made of concrete for higher strength and durability (instead of bricks) Aluminum shuttering for superior strength and quality.					
S.No.	Area	Flooring	Walls & Ceiling	Windows & External Doors	Doors & Door Frames	Plumbing	Electrical
1.	Living Room & Dining Area	Large format glazed vitrified tiles of Nationally reputed Brand with 2mm grooves filled with cementitious grout.	<ul style="list-style-type: none"> Wall & Ceiling will be treated with putty followed by 2 coats of emulsion paint from National Level Brand(s) Aesthetic ceiling moulding /cornice shall be provided with provision for fixing concealed LED Lighting 	UPVC Sliding / Casement Doors and Windows Designed for required height and windspeed from National Level Brand(s)	8ft height / wood finish pre laminated/polished shutter / polished door frame / Biometric lock / magic eye / tower bolt / door stopper / Video Door Phone (VDP) <i>(Main Door Entrance)</i>	NA	<ul style="list-style-type: none"> Designer Switches with chrome trimming for better aesthetics. Intercom shall be provided, Broadband data point shall be provided. 1 (one) wall mounted 1.5 ton indoor split AC at designated location shall be provided. AC outdoor unit at designated location. AC and some lights shall be provided on Automation which can be operated using mobile app. Fire retardant low smoke copper wiring in concealed PVC conduits shall be laid in ceilings and walls for all electrical points. Distribution Board with MCB's and ELCB's shall be provided. Fire Fighting & Alarm system, as required by the competent authority shall be provided
2.	Master Bedroom	Wooden Laminated Flooring in Long Plank Form.	<ul style="list-style-type: none"> Wall and ceiling will be treated with putty followed by 2 coats of emulsion paint from National Level Brand(s). Aesthetic ceiling moulding /cornice shall be provided with provision for fixing concealed LED Lighting 	UPVC sliding / casement doors and windows designed for required height and windspeed from National Level Brand(s).	<ul style="list-style-type: none"> 7ft Height / Wood finished Pre-Laminated shutters / Polished Door Frame. High Quality Branded locks, tower bolt & door stopper. 	NA	<ul style="list-style-type: none"> Designer Switches with chrome trimming for better aesthetics. Broadband data points in the room. 1 (one) wall mounted 1.5 ton indoor split AC at designated location shall be provided. AC outdoor unit at designated location. AC and some lights shall be provided on Automation which can be operated using mobile app. Fire retardant low smoke copper wiring in concealed PVC conduits shall be laid in ceilings and walls for all electrical points. Fire Fighting & Alarm system, as required by the competent authority shall be provided
3.	Kids & Guest Bedroom	Wooden Laminated Flooring in Long Plank Form	<ul style="list-style-type: none"> Wall and ceiling will be treated with putty followed by 2 coats of emulsion paint 	UPVC sliding / casement doors and windows designed for required	<ul style="list-style-type: none"> 7ft Height / Wood finished Pre-Laminated shutters / Polished Door Frame. High Quality 	NA	<ul style="list-style-type: none"> Designer Switches with chrome trimming for better aesthetics. Broadband data points in the room. 1 (one) wall mounted

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Ashiana Dwellings Pvt. Ltd.

Mr. _____
(First Allottee)

			<ul style="list-style-type: none"> from National Level Brand(s). Aesthetic ceiling moulding /cornice shall be provided with provision for fixing concealed LED Lighting 	height and windspeed from National Level Brand(s).	Branded locks, tower bolt & door stopper.		<p>1.5 ton indoor split AC at designated location shall be provided.</p> <ul style="list-style-type: none"> AC outdoor unit at designated location. AC and some lights shall be provided on Automation which can be operated using mobile app Fire retardant low smoke copper wiring in concealed PVC conduits shall be laid in ceilings and walls for all electrical points. Fire Fighting & Alarm system, as required by the competent authority shall be provided
4.	Kitchen	Large format glazed vitrified tiles of Nationally Reputed Brand with 2mm grooves filled with cementitious grout.	<ul style="list-style-type: none"> Quartz stone cladding on the walls 2ft above Quartz Kitchen Counter for superior finish. Balance walls & Ceiling shall be treated in putty followed by 2 coats of emulsion paint. Kitchen Cabinets made of High Density High Moisture Resistant (HDHMR) board with High Gloss laminated shutters & fluted glass shutters. Drawers with branded channels & hinges. Stainless steel hardware inside the drawers. Electric chimney, Hob and Microwave shall be pre-fitted. Provision for fixing Dishwasher under the Kitchen counter shall be provided Tall pantry storage for additional storage with designated space for microwave 	UPVC sliding / casement doors and windows designed for required height and windspeed from National level brand(s).	<ul style="list-style-type: none"> 7ft Height / Wood finished pre laminated shutters / Polished Door Frame. Cylindrical lock with latch & Door Stopper. 	<ul style="list-style-type: none"> Single bowl sink shall be provided. Provision for under counter RO shall be made. Piping for Hot & Cold water shall be provided 	<ul style="list-style-type: none"> Designer Switches with chrome trimming for better aesthetics. Geyser (15ltr) shall be provided in the Kitchen. Power Point for chimney, Hob, Oven & Microwave, RO & Fridge. Fire retardant low smoke copper wiring in concealed PVC conduits shall be laid in ceilings and walls for all electrical points Fire Fighting & Alarm system, as required by the competent authority shall be provided

			and oven.				
5.	Master Toilet	Vitrified/Ceramic tiles (300mm x 300mm)	<ul style="list-style-type: none"> Glazed vitrified tiles (600mm x 300mm) from floor to ceiling. POP moulding on the ceiling. Ceiling shall be painted in white color emulsion paint 	UPVC sliding / casement doors and windows designed for required height and windspeed from National level brand(s)	<ul style="list-style-type: none"> 7ft Height / Wood finished pre laminated shutters / Polished Door Frame. Cylindrical lock with latch & Door Stopper. 	<ul style="list-style-type: none"> Quartz counter with large backlit mirror. Counter top wash basin. Rain shower, Concealed Diverter for hot & cold water. Full Glass Shower Partition (Toughened Glass). Wall Hung WC with concealed cistern. All items from National Level Brands. 	<ul style="list-style-type: none"> Designer Switches with chrome trimming for better aesthetics. Provision for geyser in Toilet. Power socket near wash basin for shaver & hair dryer. Fire retardant low smoke copper wiring in concealed PVC conduits shall be laid in ceilings and walls for all electrical points.
6.	Toilets (Other than Master)	Vitrified/Ceramic tiles (300mm x 300mm)	<ul style="list-style-type: none"> Glazed vitrified tiles (600mmx300mm) from floor to ceiling. POP moulding on the ceiling. Ceiling shall be painted in white color emulsion paint 	UPVC sliding / casement doors and windows designed for required height and windspeed from National level brand(s).	<ul style="list-style-type: none"> 7ft Height / Wood finished pre laminated shutters / Polished Door Frame. Cylindrical lock with latch & Door Stopper. 	<ul style="list-style-type: none"> Quartz stone counter with large mirror. Counter top wash basin. Shower with concealed diverter for hot & cold water. Half Glass Shower Partition.(Toughened Glass) Wall Hung WC with concealed cistern. All items from National Level Brands. 	<ul style="list-style-type: none"> Designer Switches with chrome trimming for better aesthetics. Provision for geyser in Toilet. Power socket near wash basin for shaver / hair dryer. Fire retardant low smoke copper wiring in concealed PVC conduits shall be laid in ceilings and walls for all electrical points.
7.	Balcony	Vitrified Tiles in Long Plank Form	Wall and ceiling will be treated with external primer followed by texture & 2 coats to external paint from National Level Brand(s).	UPVC sliding / casement doors and windows designed for required height and windspeed from National level brand(s).	NA	NA	Electrical points for fan and light shall be provided.
8.	Utility Balcony	Ceramic tiles (300mm x 300mm)	Wall and ceiling will be treated with external primer followed by texture & 2 coats to external paint from National Level Brand(s).	NA	NA	Plumbing piping & drain provision for Washing Machine.	Electrical points for fan, light and washing machine shall be provided.
9.	Domestic Staff Room	Ceramic tiles (300mm x 300mm)	Wall and ceiling will be treated with external primer followed by texture & 2 coats to external paint from National Level	UPVC sliding / casement doors and windows designed for required height and windspeed from National level brand(s).	<ul style="list-style-type: none"> 7ft Height / Wood finished pre laminated shutters / Polished Door Frame. Cylindrical lock with latch & Door Stopper. 	Floor Mounted WC Washbasin with mirror Shower with hot & cold water piping All items from National level brands	Electrical points for lights, fan and power sockets shall be provided. Provision for Geyser shall be made in the toilet

			Brand(s)			
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S.No.	Location	Description
10	External Finish	<ul style="list-style-type: none"> Building shall be finished in a mix of textured and plain paint.
11	Lifts	<ul style="list-style-type: none"> 3 high-speed passenger lifts (10Pax /13Pax) in each building of reputed make such as OTIS/KONE/JOHNSON/SCHINDLER. Lift shall have Automatic Rescue Device & Intercom Connection. Lifts shall have decorative Interior panels
12	Typical Floor Lift Lobbies & Corridor	<ul style="list-style-type: none"> Flooring in attractive design of ceramic tiles / vitrified tiles / stone. Wall shall be finished in a mix of wood finish laminate tiles, stone & paint. Wall designed with decorative lighting in ceiling & walls. Windows for natural sunlight & ventilation.
13	Ground Floor Entrance Lobby	<ul style="list-style-type: none"> Extra height entrance with water bodies designer ambient lighting, Air Conditioned reception area with grand chandelier, reception table and wall claddings Lounge furniture shall be placed at various locations in the lobby for relaxing and casual interactions. Flooring in mix design of marble / granite and tile.
14	Staircase	<ul style="list-style-type: none"> All Staircase flooring shall be granite. MS Railing on one side with enamel painted handrail. Walls will be plastered along with putty and painted with oil bound distemper in pastel shade. Ceiling shall be in white color. Staircase shall have wall opening as required by Fire Department. Door and window openings shall be as per Fire Safety Norms. Lighting and Signage shall be provided on every floor landing.
15	Service Shaft Doors	<ul style="list-style-type: none"> All service shaft door in the corridor shall be fire rated as prescribed by the State Fire Department and National Building Code.
16	Electric Connection & Power Back-up	<ul style="list-style-type: none"> Electricity Connection: Apartment(s) shall be provided with suitable 3 Phase electric connection through State Electricity Distribution Company. <i>ULTIMA (3BHK+3T+SQ) : 11KVA MAGNA (3BHK+3T+SQ) : 11KVA PRIMA (3BHK+3T) : 11KVA</i> Electric Meter: Pre-Paid Electric Connection with Dual Reading Meter shall be provided at extra cost. Usage charges shall be payable extra. Power Backup: Power Back-up shall be provided to the apartments & common areas through DG Sets/Gas Turbine Generators. Recurring monthly charges shall be levied. Power Back-up of 6KVA for ULTIMA, MAGNA & PRIMA and in common area with overall suitable diversity factor shall be provided. Recurring monthly cost shall be charged extra.
17	Water Supply	<ul style="list-style-type: none"> Round the clock supply of domestic consumption water filtered through dual media filter. Supply of filtered drinking water through Centralised Water Filtration Plant via underground tank and overhead tanks. Till such time supply of drinking water is not provided by HUDA/Municipal Corporation, the Developer shall arrange to provide the same through water tankers. The cost for it shall be borne by all the allottee proportionately in addition to the Common Area Maintenance Charges.
18	Special Features	<ul style="list-style-type: none"> Grand Air Conditioned Entrance Lobby with designer flooring, chandelier, water bodies, lounge seating. Exclusive Swimming Pool for the Residents of Ashiana Mulberry Phase IV Only on the first floor. Exclusive gym/work out station for the Residents of Ashiana Mulberry Phase IV Only on the first floor. Exclusive Community Hall to host small get-togethers for the residents of Ashiana Mulberry Phase IV. Landscaped Terrace / Viewing Deck on the 20th floor level. Only 3 apartments per floor. 3 High speed lifts including a Services / Stretcher lift. Designer Lift Lobby on every floor for a 5 star entrance feel. Free membership to 35000 Sqft, most luxurious Club House (Alba) of Sohna. Large landscape garden with softscape and designer hardscape having covered garden and open to sky gardens. All Weather Air conditioners in all Bedrooms and Living Room in each apartment. Modular Kitchen cabinets with luxurious glossy finish having Quartz Kitchen Counter, pre-fitted with Chimney, Hob, Microwave and Geyser. Provision for installing under counter Dish washer and RO system. Large Deck attached with the Living Room. Automation for AC and Lights in all Bedrooms and Living Room. Biometric Lock on the Main Door. Wash basin Counters of Quartz with large mirrors. Wall Hung WC with Concealed Cistern in all bathrooms. Single lever Diverter shower in all bathrooms. Glass Shower Partition in all bathrooms. Large glazed vitrified tile flooring in Living, Dining, Kitchen and Foyer. Laminated Wooden Flooring in all Bedrooms.

19	Additional Feature	<ul style="list-style-type: none"> • Fiber to the Floor Network (FTTP)** • Provision of Wi-Fi service in the common area & apartment. Subscription and user charges to be paid directly to the service provider. • Intercom system shall be provided connecting apartments with security guard room & maintenance room. • Provision for Piped Cooking Gas supply connection at an extra cost shall be made in each apartment. Gas Supply along with Piped Cooking Gas System maintenance shall be outsourced to a third party specialised vendor. Allottee shall be billed by the authorised Gas Vendor for recurring gas consumption along with a fixed monthly cost for monthly maintenance by the vendor. <p>Please Note: Supply of Gas facility may not be available until 50% of the apartments are occupied in Phase-III (Tower - T7).</p> <ul style="list-style-type: none"> • Pre-Paid Electric Meter and Billing System shall be installed. Meter cost, connection charges, recurring user charges shall be paid extra by the Allottee. • Surveillance with CCTV cameras on the Periphery of the Complex, Main entry and Exit, Basement & Stilt level parking, Tower ground floor entrance lobby levels, Lifts and Club house building. <p>**Extra charges as applicable.</p>
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**Schedule - F
Amenities of Project**

S.No	Area	Description
1	Club House	<ul style="list-style-type: none"> • Fully Air conditioned Club house having total area of 35,000 Sq.Ft, Grand reception with double height entrance lobby. • Designer Swimming pool with fibre optic lights creating starry night effect on the floor. • Kids Swimming pool with fibre optic lights on the floor • Squash Court • Indoor Badminton court • Banquet hall with designer interiors and well equipped kitchen & outdoor tandoor area • Home theatre with acoustic paneling, state of art audio-video, recliner seats, carpets & designer lighting • Unisex SPA Zone with therapy room, Jacuzzi tub, Steam room & Sauna room • Unisex Salon • Games Room with TT, Snooker, Air hockey, Video Game station & board games • Cards room • Gym with modern equipments, designer interiors & lighting • Terrace for morning yoga, aerobics and zumba. • Toddler Play Zone • Double height Residents Lounge equipped with plush seating, large screen TV, designer interiors and Café • Activity Rooms for children dance & music lessons • Roof top Terrace Garden with lift access & service staircase • Large Party Lawn attached to the Banquet Hall • Lawn tennis court • Cricket pitch with automatic bowling machine <p>Outdoor Multipurpose Court (Opp. Shops)</p> <ul style="list-style-type: none"> • Multipurpose court with provision to play basket ball/volley ball and badminton. • Cricket Pitch with automated bowling machine

Disclaimers for Specifications & Features

For Natural Materials (Wooden elements / Stone elements)

1. Door Frames : Door frames are made of solid hard wood. Solid hard wood, being a natural material will vary in texture, knots and would have seasonal behaviour depending on the ambient temperature. Expansion and contraction is inherent to hard wood and may lead to minor surface cracks.
2. Granite/ Marble/ Sandstone : Granite/ Marble / Sandstone being natural material will vary in texture and colour. Over a period of time discoloration can happen. Stone being porous in nature will absorb fluid if any fluid spillage is not removed quickly. Stone may develop crack on impact with heavy equipment, sharp object etc. Polishing on the stone is done using artificial polishing agents and shall wear off due to usage in due course of time. It requires regular proper maintenance for maintaining polish.
3. Wall and Ceiling Cracks: Due to large temperature variance between summer months and winter months expansions and contraction takes place in concrete and brick work. Due to such movements, sometimes surface cracks would appear in the walls at the junction of RCC members and Brick masonry. Such cracks could appear despite taking all engineering precautions.
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 disappearance of such cracks cannot be ascertained
4. Normal wear & tear: Equipments and products within the apartment and /or within the Complex will face natural wear and tear over a period of time due to usage. If such usage is more than what is prescribed by the manufacturer/ vendor of such products, then the rate of deterioration/ degeneration would be faster. The Developer is not a manufacturer of such products directly and hence depends on the warranty provided by the manufacturer/ vendor of such products. The warranty on all such products/ equipments/ materials shall be the warranty provided by the original equipment manufacturer only.
5. Vitrified tiles and Ceramic Tiles: Tiles are sourced from the tile manufacturing Companies of national repute. Tiles consist of, among other things, natural sand, silica and soil. Colouring agents are used for providing different colours, shades and patterns to the tiles. Variation in colour is inherent in the tile making process. Tiles are 8-10 mm thick and can develop cracks upon impact with

(Authorised Signatory)
Ashiana Dwellings Pvt. Ltd.

Mr. _____
(First Allottee)

heavy or sharp objects.

6. Door Shutters: Door shutters are hollow core door shutters. The frame of the shutter is made of hard wood such as rubber wood, Canadian pine or similar. The central part of the frame is filled with either tubular board made of compacted wood particles of medium density or pieces of wood. Thereafter the top moulded skin is pasted in a factory process. The shutters will have a tendency to bulge if water seeps inside and can crack on heavy impact which may happen due to a forceful banging of the shutter or if proper door stopper is not utilized
7. Wall : No tiles behind/below kitchen cabinets, Wall surface above the false ceiling may be left in its original bare condition.
8. External Paints : External plastered surface of the buildings are painted of suitable quality as decided by the Architects. Paints are manufactured product from chemicals and specific grade of minerals/natural stone product. After application this paint is exposed to weatheric conditions. Ultra violet ray and weatheric conditions will affect life and sheen of the product and also would cause damages to the expected/designed protective properties of paints. Therefore, periodic maintenance including redoing of paints would be inevitable.
9. 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.
10. Glass : Glass, plain/clear/frosted, is widely used in residential developments and may break/shatter due to accidental knocks or other causes. In addition, glass is a manufactured material and the Purchaser may wish to note that it may not be 100% free from impurities. These impurities are not avoidable with quality checks and balances.
11. 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.
12. Brick work, plaster and application of putty/POP over plastered surface are manual activities. Hence, despite all quality process in the job, undulation, out in plumb to certain extent cannot be avoided completely.
13. While every reasonable care has been taken in preparing this brochure and in constructing the models and show flats, the Developer and the Marketing Agents cannot be held responsible for any inaccuracies or omissions. Visual representations, models, show flat displays and illustrations, photographs, art renderings and other graphic representations and references are intended to portray only artist's impressions of the development and cannot be regarded as representations of the fact. Floor areas are approximate measurements and are Subject to final survey.
14. 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 any statements, representations or promises made by us or the Marketing Agents.

SCHEDULE - G

Scope of Complex Common Area Maintenance and Management

Indicative Terms and Clauses

1. After grant of Occupation Certificate, the Maintenance of the Common Areas and Facilities shall be carried out by the Promoter or the Maintenance Agency nominated by it. The Allottee understands that the Project "Ashiana Mulberry" showcases the special and premium brand value sought to be projected by the Promoter. The Allottee understands that maintenance of the Project and its infrastructures is critical to showcase and maintain the premium value and exclusive appeal unique to this Project. The Allottee further understands and agrees that the maintenance services are being planned by the Promoter keeping in mind the collective requirement for all the residents/ occupants of Ashiana Mulberry. Prior to taking possession the Allottee agrees to and shall execute a Maintenance Agreement with the Promoter and/or Maintenance Agency nominated by the Promoter for the Maintenance of the Common Areas and Facilities of the said Complex for a period initially not exceeding 2 years from Date for Possession/ grant of Occupation Certificate stated above or such other date as may be fixed by the Promoter (unless terminated earlier by the Promoter or Maintenance Agency) till the time a Apartment Owners Association (Association) of the allottees of the said Complex is formed in accordance with applicable laws and bye-laws in respect thereto and Maintenance of the Complex is handed over to the Association. The indicative general terms and conditions of the said Maintenance Agreement are given hereinafter.
2. Registration of Sale Deed/ Possession of the Apartment shall not be given to the Allottee till the said Maintenance Agreement is executed by the Allottee. The Allottee further undertakes to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all the demands, bills, charges incurred for Maintenance of the Common Areas and Facilities within the said Complex ("Maintenance Charges") to the Promoter or the Maintenance Agency.
3. Upon formation of such Association and after handing over of Maintenance to the Association, all responsibilities of the Maintenance Agency shall be taken over by the Association and the Association may decide to modify, alter, add, delete any one or more of the terms and conditions of the Maintenance Agreement or cancel the same in toto and the Allottee shall not have any objection to the same and shall execute the new Maintenance Agreement as may be required by the Association of Apartment Owners
4. That the Scope of Maintenance of Common Areas and Facilities within the said Complex shall broadly will comprise of round the clock watch and ward security of the said Complex, upkeep and housekeeping of common areas, operation and maintenance of lifts, Diesel generators, fire-fighting system, garbage disposal, common area and street lighting, horticulture, water treatment & water supply from UGT to the Apartments, sewerage system, drainage system, maintenance of ESS and grid supply of electrical energy, power back-up and DG sets etc.
5. The Total Maintenance Charges shall be as more elaborately described in the Maintenance Agreement. The Maintenance Charges shall be levied from the Date of Occupation Certificate or Date of Deemed Possession or the Date for Possession, whichever is earlier or such later date as may be fixed by the Promoter (Maintenance Commencement Date). It is agreed by the Allottee that the payment of Maintenance Charges will be applicable from aforesaid date i.e. Maintenance Commencement Date whether or not the possession of said Apartments taken by the Allottee.
6. The Allottee agrees to pay to the Maintenance Agency at the time of possession of the said Apartment, Maintenance Charges in advance for a period not exceeding two years as fixed by the Promoter (hereinafter referred to as Advance Maintenance Charges/AMC) together with GST and/ or any other taxes as applicable at that time, based on estimated maintenance charges per Sq. Ft. per month of Carpet Area of said Apartment. The AMC payable at the time of possession by the Allottee shall be based on estimates of expenses on the basis of prices and costs prevailing at the time of possession. The Maintenance Commencement Date of Common Area and Facilities shall be intimated by the Promoter to the Allottee and the maintenance charges will be reckoned as due and payable from that date. The Promoter reserves the right to enhance the maintenance charges payable by way of further one time, annual or monthly charge, should the maintenance charges fall insufficient for the proper maintenance of the Project/ Complex.
7. a) The Maintenance Charges shall include costs and expenses of following services within the said Project/ Complex:
 - i) House- keeping of common areas.
 - ii) Watch & Ward Security of the Complex.
 - iii) Operation of common facilities and equipment excluding club house and swimming pool
 - iv) Horticulture.
 - v) Annual Maintenance Contracts (non-comprehensive) for lifts, diesel generators, fire fighting equipments, Security Systems installed in the Complex, Pre Paid Electricity distribution System.
 - vi) Administrative expenses including salaries of maintenance and other staff.
 - vii) Supervision and Management costs and expenses of the FM Agency ,which shall be 20% of the total of (i) to (vi) above.The above costs shall be divided over total Carpet Area of the Project (excluding EWS units and Nursery school) and shall be the estimated Maintenance Charges payable by Allottee as part of Advance Maintenance Charges.
- b) It is further agreed and confirmed by the parties that the services mentioned below are not included in the Scope of Maintenance of Common Area and Facilities:

- i) Seepage defects inside the apartments either due to faults in the affected apartment or in the other apartments;
 - ii) Painting of the insides of apartments;
 - iii) Insurance of buildings structures, common areas and facilities, installations, equipments etc;
 - iv) Insurance of contents within the apartments;
 - v) Run errand for payment of utility (telephone, electricity, gas etc) bills of Allottee;
 - vi) Porterage;
 - vii) Painting/ Polishing of main entrance door of Allottee Apartment;
 - viii) Replacement of broken windowpanes;
 - ix) Cleaning of choked drain inside the apartment;
 - x) Electricity, Plumbing or other mechanical faults inside the apartments;
 - xi) Repair / installation of Allottee owned electrical and plumbing equipments.
8. The said Advance Maintenance Charges (AMC) collected by the Maintenance Agency shall be adjusted against the actual audited expenses as determined at end of first financial year and the balance thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The estimates of the Maintenance Agency shall be final and binding on the Allottee
9. The Promoter may make arrangements with reputed and branded service providers for making available their services for various facilities like gymnasium, tennis etc. In such a case, the Allottee shall be required to pay additional user fees/ charges for utilizing their services as they are not included in Maintenance Charges.
10. The Allottee hereby agrees that the Promoter shall be entitled to apply for and obtain bulk supply of electricity from DHBVNL for distribution of the same to all the Apartments, Common Areas, Limited Common Areas and Facilities and other independent areas in the Project. The Allottee agrees to abide by all the conditions of sanction of bulk supply of electricity including but not limited to waiver of the Allottee's rights for apply of individual/ direct electricity supply connection. The allottee undertakes to pay charges towards Individual electric sub-meter connection and Pre-Paid Payment System (if implemented).
An undertaking in this regard executed by the Allottee is attached as Schedule - H to this Agreement. The Allottee also agrees to pay any increase in future in the deposits, charges etc. for said Single Point Bulk Supply HT Electric Connection as may be demanded by Promoter from time to time.
11. In case of Single Point Bulk Supply HT Electric Connection for the Project provided by DHBVNL, the Promoter proposes to install prepaid dual metering system, in which case, one dual meter will be provided for each Apartment which will measure the grid electricity supplied by DHBVNL and Power Back-up DG generated electricity consumed by the Allottee separately. The recurring monthly bills for operation, maintenance and supply of grid electricity and generator power back-up to the said Apartment, shall be borne and paid by the Allottee separately as billed as per individual usage based on total actual expenses incurred including line losses.
The monthly or periodic recurring cost/ bills of grid electricity and DG power back up for Common Areas and Facilities, we now charging 2 years in advance. The actual to be reconciled every quarter and paid accordingly.
Monthly charges payable to local bodies towards sewage, drainage and water connections are not included in the Advance Maintenance Charges (AMC) and shall be borne and paid by the Allottee to the Maintenance Agency/ Promoter separately and additionally as billed/ based on total actual expenses on fixed and/or pro rata basis of Carpet Area of his Apartment as decided by Promoter/ Maintenance Agency with effect from the grant of Occupation Certificate / Date for Possession notified to the Allottee.
13. Any property tax or municipal tax in respect of the said Apartment or the Complex to be paid to the municipal authorities or any other authority is not included in the Advance Maintenance Charges (AMC). As long as the said Apartment is not separately/ individually assessed for purposes of Municipal Taxes etc. by Municipal Corporation/ local body, the municipal taxes as assessed for the entire Complex, shall be paid proportionately by the Allottee separately in proportion to the Carpet Area of the said Apartment as and when demanded by Promoter/ Maintenance Agency.
14. a) The Allottee also agrees to pay in advance a contribution towards a Sinking Fund/ Capital Equipment Replacement and Repairs Fund as shall be fixed by the Promoter which shall be calculated based on per Sq. M./ Sq. Ft. of Carpet Area of his Apartment. As and when any capital equipment within the buildings or the Complex including but not limited to DG sets, lifts, fire fighting arrangements, electric sub-station, VCB's, transformers, electric panels, electric cables, pumps, filtration plant, Sewage treatment plant, security & surveillance systems, pre-paid electricity system (if installed), sewage, drainage and water supply pipe lines, complex club house equipments or any other plant/ equipment of capital nature etc. requires servicing, repairs, replacement or upgradation, or any fresh purchase of new assets for the Complex, the cost thereof shall be met out of the Sinking Fund/ Capital Equipment Replacement and Repairs Fund. The work of repairing, re-plastering, painting of exteriors of the buildings, boundary walls and all common areas comprised within the building(s) and outside the building(s) in the Complex and all repairs/ replacements in the nature of civil construction etc. are excluded from Scope of Maintenance of Common Areas and Facilities and cost thereof are not included in the Advance Maintenance Charges paid by the Allottee to the Maintenance Agency and shall be met out of the Sinking Fund/ Capital Equipment Replacement and Repairs Fund. In case the funds available in the said Sinking Fund/ Capital Equipment Replacement and Repairs Fund are not sufficient to meet the requirement of the occasion for any such repairs, replacement, upgradation the short fall shall be met by contributions from the Allottee and all other allottees on pro-rata basis.

- b) The following costs and expenses are not included in AMC and shall be met out of the Sinking/ Capital Equipment Replacement and Repairs Fund detailed hereinafter :
- i) Replacement of Lighting / Electrical fixtures - Fused Bulbs, Tube Lights, Chokes, Starters, MCB's, ELCB's Switches, cables and wires etc.
 - ii) Replacement of taps, pipes, fittings, valves etc. in common areas only (excluding inside the Apartment).
 - iii) Cost of Horticulture consumables like Khaad/ fertilizer, plants, good earth etc.
 - iv) Cost of consumables for operation of sewage treatment plant.
 - v) Cost of repairs of common areas, boundary walls, drains, parking areas, Complex club/ community areas, swimming pool, roads etc.
 - vi) Repairs, Replacements or servicing of transformers/ VCB's/ electric panels/ feeder pillars/ electric cables/ generators and power back-up systems/ fire fighting equipments/ security & surveillance equipments/ water supply equipments and filtration plant/ refilling of fire extinguishers/ sewage treatment plant, all types of pumps, piped gas supply installation, FTTH installation, air-conditioners, etc.
 - vii) Painting / White Washing of the exteriors of the buildings, common areas within buildings and common areas within the Complex.
 - viii) Carpeting and/ or laying of roads in the said Complex;
 - ix) Replacement of Sewage, drainage, water supply and other pipes & fittings due to breakages/ damages/ choking etc.
 - x) Purchase of any additional equipment / asset for the Complex.
 - xi) Fire insurance for the buildings and electro-mechanical installations (shall be charged extra pro-rata from all owners).
 - xii) Periodical and major/special servicing of DG sets transformers or any other equipment as prescribed by the manufacturer.
15. In order to secure due performance by the Allottee in paying promptly the Maintenance Charges, electricity and power back-up bills and other charges as billed by the Maintenance Agency every month, the Allottee agrees to deposit before possession of the said Apartment and to always keep deposited with the Promoter, an Interest Free Maintenance Security Deposit (IFMSD) Deposit Rs. 24,200. In case of failure of the Allottee to pay any Maintenance Charges and other charges on or before the due date, the Allottee in addition to permitting the Promoter/ Maintenance Agency to deny him/her the right to avail the maintenance services and use of other common facilities also authorizes the Promoter to adjust IFMS against such defaults. Due to such adjustment, the IFMS shall fall short of the agreed sum and the Allottee hereby undertakes to make good the resultant shortfall within fifteen days of demand by the Maintenance Agency/ Promoter. The Maintenance Agency/ Promoter reserves the right to increase the IFMS from time to time in keeping with the increase in the cost of maintenance services and the Allottee agrees to pay such increases within fifteen (15) days of demand by the Maintenance Agency/ Promoter. If the Allottee fails to pay such increase in the IFMS or to make good the shortfall as aforesaid on or before its due date, then the Promoter/ Maintenance Agency shall be entitled to charge interest @ % p.a. for the period of such delay and to stop/ disconnect all maintenance services to the said Apartment till such sums due alongwith interest as stipulated hereinabove are paid by the Allottee. It is made specifically clear and it is so agreed by and between the parties hereto that this part of the Apartment Buyer Agreement relating to IFMS as stipulated in this clause shall survive the conveyance of title in favour of the Allottee and the Maintenance Agency/ Promoter shall always have first charge/lien on the said Apartment in respect of any such non-payment of shortfall/increases as the case may be.
16. The structures of the Buildings and Common Areas and Facilities in the Project may be got insured against fire, earthquake, riots and civil commotion etc. by the Maintenance Agency/ Promoter under Fire & Special Perils Policy on behalf of all the Allottees and the cost thereof shall be payable proportionately by the Allottee upon demand by the Promoter/ Maintenance Agency which shall be in addition to the Maintenance Charges described above but the said insurance shall not include insurance of contents inside the said Apartment which shall be the responsibility of the Allottee and if he so desires he shall get the contents inside his Apartment insured by him at his own cost.
17. In the event of accrual of any claim as a result of fire or any other extraneous perils as aforesaid for which insurance has been taken by the Promoter/ Maintenance Agency, the Allottee hereby authorizes the Promoter/ Maintenance Agency to lodge claim/s under the insurance policy and collect proceeds there under on behalf of the Allottee and Promoter/ Maintenance Agency for the respective rights and interests and further agrees that any discharges given by the Promoter/ Maintenance Agency to the Insurance Promoter, its agents and/or its representatives will be binding on the Allottee.
18. If maintenance of the Complex is handed over to the Association/ any other body before expiry of the Maintenance Agreement, balance remaining out of Advance Maintenance Charges standing to Allottee's credit in the accounts of Maintenance Agency or Promoter on that date and total balance of Sinking Fund shall be refunded to the Association or as per requirements of Law. The Balance of IFMS shall be refunded directly to the First Allottee of the Apartment at that point of time and not to any other person or body.
19. The Allottee hereby agrees that his right to use the Common Areas and Facilities in the Complex shall be subject to timely payment of Maintenance Charges, contribution to Sinking Fund/ Capital Equipment Replacement and Repairs Fund, electricity bills and other charges as billed by the Maintenance Agency and performance by the Allottee of all his obligations under the Maintenance Agreement. So long as maintenance and other related charges/ contributions are paid regularly, as provided in these presents and/or in the Maintenance Agreement, the Allottee or anyone else lawfully claiming under him, shall be entitled to usage of Common Area and Facilities. In default of such payments, irrespective of the fact that the Allottee has deposited IFMS, it shall not be open to the Allottee to claim any rights of usage of any Common Areas and

Facilities and that the Promoter/ Maintenance Agency/ Association, in its sole discretion, shall be entitled to effect disconnection of services to defaulting Allottee, which may include disconnection of water, sewer, electricity, power backup connections and deny usage of any or all common facilities within the Building/ Complex. The usage of such common facilities shall be restored as soon as the breach is rectified by the Allottee.

20. The Allottee further covenants and agrees to permit the authorised staff and workmen of the Promoter/ Maintenance Agency to enter into and upon said Apartment or any part thereof at all reasonable hours to set right any defect in said Apartment or the defects in apartments above or below or adjoining said Apartment and for repairing, maintaining, cleaning, lighting and keeping in order and good condition service drains, pipes, cables etc common to the apartments in the building. Any refusal by the Allottee to allow such entry into or upon his Apartment or any part thereof will be deemed to be a violation of this Agreement and violation of right of easement and right of usage of Common Areas and Facilities of other Apartment owners and the Allottee shall make himself liable for legal actions for said violation including disconnection of water, sewer, electricity, power back-up connections and denial of use of any or all common facilities within the Building/ Complex.
21. It is made clear that Maintenance of Common Areas & Facilities of said Complex shall be organized by Promoter or Maintenance Agency through various outside/ outsourced specialist agencies for different services under separate agreements/ arrangements to be entered into with them. It is further clarified that the responsibility of the Promoter and/ or Maintenance Agency will be limited only to the extent of organizing these agencies and coordinating with them to the extent as may be reasonably and practically possible and to monitor, subject to human failures, limitations and short comings, that the operation and functioning of these agencies is in conformity with the agreements/ arrangements entered into with them and to change any agency if its performance is found to be unsatisfactory. The Promoter and/ or Maintenance Agency shall not be liable under any circumstances for deficiency of service provided by the outsourced agencies, deficiency in performance of staff of the Promoter/ Maintenance Agency and for any accident, loss or damage due to such deficiency in performance and human failure.
22. The Watch & Ward Security of the Complex shall comprise of general security of the Complex through deployment of security guards, more particularly, regulation of entry and exit of people and vehicles in the Complex to the extent practically possible and feasible. The responsibility of providing Watch & Ward Security services to said Complex shall be entrusted to a outsourced Security Agency appointed for the said purpose. It is hereby agreed, understood and accepted by the Allottee that the security agencies available in the market, including highly reputed ones, do not guarantee fool proof safety and security of the Complex or Allottees residing in the Complex or their belongings and properties and do not accept any financial/ criminal/ civil liability whatsoever for any mishap in any Apartment or building or the Complex. It is further made clear and agreed and accepted by the Allottee herein that neither the Promoter nor the Maintenance Agency nor any staff member severally or jointly shall have any financial/ criminal/ civil liability for any loss to life and property by reason of any theft, burglary, fire or any other incident of crime/ mishap/ accident occurring in the said Apartment/ Building/ Complex or any part thereof attributed to any lapse/ failure/ shortcoming on part of the staff of the security agency and/ or Promoter/ Maintenance Agency.
23. The Maintenance Agency and Promoter shall in no case be held responsible or liable for any fire or any kind of hazard, electrical, pollution, structural originating from the Apartment of the said Allottee or other apartments or Common Areas and facilities in the said Complex. The Allottee agrees to keep Maintenance Agency and Promoter indemnified and harmless against any criminal/ civil liability or any loss or damage that may be caused to Maintenance Agency, Promoter, the Allottee and his family members and other Allottees or their family members or any other persons or their properties in this regard.
24. It is agreed and accepted by the Allottee that the Promoter and/or Maintenance Agency shall have no legal liabilities whatsoever arising from acts of omission, commission, negligence, and defaults of the aforesaid agencies in providing the stipulated/ expected services. The Promoter and Maintenance Agency shall not be liable for any default/ deficiency in maintenance of Common Area and Facilities by reason of any force majeure circumstances, human failures and shortcomings on part of the employees of the Promoter, Maintenance Agency and outsourced service provider agencies or any other circumstances beyond their control. They shall also not be liable for any loss, damage or physical injury which may be caused to the Allottee or his family members, domestic staff, guests or any other persons/ visitors on account of any human failure error or fault on the part of the employees of Maintenance Agency or Promoter or employees of the any of the outsourced agencies providing services to the said Complex or by reason of any circumstances beyond their control. The Allottee agrees to keep the Promoter, Maintenance Agency and/or their employees indemnified against any criminal/ civil action or liabilities arising out of above.

SCHEDULE - H
UNDERTAKING

I, **Mr.** _____
Son of _____

have been allotted Apartment bearing Apartment No. ____ - ____ on ____ Floor in **Tower T7** in “**Ashiana Mulberry Phase IV**”), in Sector 2, Village Sohna, Gurugram (Haryana).

I/ we are aware that M/s. Ashiana Dwellings Pvt. Ltd. (Company) shall itself or through its any other associate company or agency (Maintenance Agency) shall be providing maintenance services to the entire complex. The Company has informed me that as per prevailing norms in Gurugram the Company and/ or Maintenance Agency shall be required to apply for permission to receive bulk supply of electricity through a Single Point Connection for onward distribution to the various apartments and other units and common areas and facilities in the Complex through sub-meters.

The Company has informed me that the Company and/ or Maintenance Agency shall be required to receive and distribute the electricity supply in the complex, sanction electricity load, install sub-meters, raise bills and collect payments for payment to Dakshin Haryana Bijli Vitran Nigam Ltd (DHBVNL) or any other distributing/ Regulating/ Licensing Agency/ Authority etc. for electricity supplied to the Complex. I am agreeable to receive the electric supply to my Apartment through the Bulk Supply Single Point Connection given to the Complex and I undertake that I shall not apply to Dakshin Haryana Bijli Vitran Nigam Ltd (DHBVNL) or any other distributing/ Regulating/ Licensing Agency/ Authority for direct individual supply of electric power to my Apartment and I understand that I shall not be entitled for such direct connection in view of the release of electricity through Bulk Supply Single Point Connection given to the said Complex.

I further agree to pay any increase in the deposits, charges etc. in future for said Single Point Bulk Supply HT Electric Connection as may be demanded by Promoter from time to time.

Mr. _____
(First Allottee)