ANNEXURE 'A'

[*See rule 8*]

AGREEMENT FOR SALE

This Agreement for Sale (**"Agreement"**) executed on this __ (Date) day of _____ (Month), 20____,

By and Between

M/S ASHIANA HOUSING LIMITED,(PAN AADCA9093P) a company incorporated under the provisions of the Companies Act, [1956 or 2013], as the case may be], having its registered office at 5F, Everest, 46/C, Chowringhee Road, Kolkata – 700071 (West Bengal) and its corporate office at _____ (PAN -_____), represented by its authorized signatory _____ (Aadhar 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

[If the Allottee is an Individual]

Mr./Ms. _____, (Aadhar no. _____) son/daughter of _____, aged about _____, residing at _____, (PAN _____), 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).

[OR]

[If the Allottee is a HUF]

Mr._____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business/residence at _____, (PAN _____), hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

[Please insert details of other allottee(s), in case of more than one allottee]

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, —

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

(b) "Government" means the Government of the State of Haryana;

(c) "Rules" means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;

(d) "Section" means a section of the Act.

WHEREAS:

A. The Promoter is the absolute and lawful owner of plot bearing no. GH-04 totally admeasuring 43,708 square meters (10.80 acres) situated at Sector-80, in Tehsil Manesar & District Gurugram, Haryana ("**Said Land**") by virtue of the allotment of the Said Land in its favour by Haryana State Industrial and Infrastructure Development Corporation Limited **("HSIIDC**"), a Government of Haryana undertaking through a public auction conducted on 20th March 2023. Accordingly, HSIIDC executed *a* conveyance deed dated 07.10.2024 in favour of the Promoter duly registered the office of the Sub Registrar, Manesar, Haryana bearing Registration No.9168 in Additional Book No. 1 Volume No. 377 on Pages 33 to 35 for development of a residential group housing project named Ashiana Aaroham (**Whole Project**).

B. The Whole Project has been divided into multiple phases. Phase I of the Whole Project comprising of Residential Block Nos. 3 and 4 and Phase II of the Whole Project comprising of Residential Block Nos. 1 and 2 along with common areas, amenities, and facilities reserved for the Residential Block, as well as the Convenient Shopping Block with its common areas, amenities, and facilities reserved for the Convenient Shopping Block, has been registered under RERA bearing Registration No. 117 of 2025 dated 25.11.2025, under the name 'Ashiana Aaroham Phase I' and Phase II has been registered under RERA bearing Registration No. 10 of 2026 dated 27.01.2026 under the name of 'Ashiana Aaroham Phase II'.

Currently, the Promoter is undertaking the development of **Phase III** of the Whole Project being developed on a portion of Said Land admeasuring 10340.10 sqm (**Project Land**) comprising of Residential Block no.___and 6 along with common areas amenities and facilities reserved for Residential Block is known as **"**Ashiana Aaroham Phase III**"** (hereinafter referred to as the **"Said Project"**), and is more fully described in **Part II of Schedule A**.

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 Project Land/ Said Land on which Said Project/Whole Project is to be constructed have been complied with;

D. The Haryana State Industrial and Infrastructure Development Corporation Limited ("HSIIDC") has granted the approval/sanction to develop the Whole Project including Said Project *vide* approval dated 08.10.2025 bearing Memo No. HSIIDC/IDP/IMT/M/2025.

E. The Promoter has obtained approval on the layout plan/demarcation/zoning/site plan/ building plan/or any requisite approval for the Said Project/Whole Project as the case may be, from HSIIDC. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act/ any other laws of the State as applicable;

F. The Promoter has registered the Said Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at _____ on _____under registration No._____;

G. The Allottee had applied for residential apartment/commercial unit in the Said Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, on _____ floor in [tower/ block/ building] no._____ ("**Building**") along with stilt/ basement parking No. (if applicable) _____ admeasuring _____ square feet in the _____ [*Please insert the location of the said parking*], 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 A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);

H. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein;

I. However, for convenience and ease of construction, sales and marketing, the Whole Project has been divided and proposed to be developed into various phases with the clear intent to integrate all phases of Residential Block including Common Areas, Amenities, and Facilities for the Whole Project as mentioned in Part I of Schedule E and Common Areas, Amenities, and Facilities Reserved for Residential Block as mentioned in Part II of Schedule E into one upon completion of the Whole Project and Common Areas, Amenities, and Facilities Reserved for Commercial Block in Part III of Schedule E.

J. The common areas, facilities and amenities will be developed along with the phases or block in which they are located. Therefore, it has been clearly explained by the Promoter to the Allottee(s) and further understood and agreed by the Allottee(s) that the common areas, amenities and facilities would be developed in phases i.e. along with the phase of which such common area/facility/amenity is a part.

K. It has been specifically explained by the Promoter and understood and agreed by the Allottee(s) that the allottees of the Whole Project shall have equal right in the Common Areas, Amenities and Facilities of the Whole Project as detailed in Part IV of Schedule E. Accordingly, upon occupation of the Whole Project, Common Areas, Amenities and Facilities of the Whole Project as mentioned in Part I of Schedule E will be merged with all phases of Residential Block in the Whole Project which shall be free to use and exploit the Common Areas, Amenities and Facilities of the Whole Project as mentioned in Part I of Schedule E in common.

L. The Promoter has further detailed the Common Areas, Amenities and Facilities of the Whole Project being developed with the Said Project in Part IV of Schedule E, Common Areas, Amenities, and Facilities Reserved for Residential Block being developed with the Said Project are listed in Part V of Schedule E.

M. 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 Said Project;

N. 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;

O. 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 Unit/Apartment for Residential/Commercial usage (as the case may be) alongwith parking (if applicable) 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 Unit for Residential/Commercial usage(as the case may be) along with parking (if applicable) as specified in Para G.

1.2 The Total Price for the built up Unit/Apartment for Residential/ Commercial usage (as the case may be) alongwith parking (if applicable) based on the carpet area is ` _____ (Rupees _____ only) ("**Total Price**") (Give break up and description):

Block/Building/Tower No. _____ Apartment No. _____ Type _____ Floor _____ Parking (if applicable) _____	Rate of Apartment
Total price (in rupees)	_____

Explanation:

(i) The Total Price as mentioned above includes the Earnest Amount (10% of the Total Price) paid by the allottee to the Promoter towards the Unit/Apartment for Residential/ Commercial usage (as the case may be) alongwith parking (if applicable);

(ii) The Total Price as mentioned above includes Taxes (GST and Cess or any other taxes/fees/charges/levies etc. which may be levied, in connection with the development/construction of the Said Project(s)) paid/payable by the Promoter up to the date of handing over the possession of the Unit/Apartment for Residential/Commercial usage 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 the taxes/charges/ fees/levies etc., the subsequent amount payable by

the allottee to the Promoter shall be increased/decreased based on such change/modification:

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 Said 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;

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above 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 Unit/Apartment for Residential/Commercial usage (as the case may be) along with parking (if applicable) includes recovery of price of land, development/construction of [not only of the Apartment/ Unit/Plot] but also of the Common Areas (if applicable), internal development charges, infrastructure augmentation charges, external development charges, taxes/fees/levies etc., 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 firefighting 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 Plot/Unit/ Apartment for Residential/ Commercial usage (as the case may be) along with parking (if applicable) in the Said Project.

1.3 The Total Price 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 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. 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 Said 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 C ("Payment Plan").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective instalment 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 and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, 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.

1.7 [*Applicable in case of an apartment/unit*] The Promoter shall confirm to the carpet area that has been allotted to the Allottee after the construction of the Building/Unit, 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 beyond 3% 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 C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Unit/Apartment for Residential/Commercial usage(as the case may be) alongwith parking (if applicable) as mentioned below:

(i) The Allottee shall also have a right in the Common Areas and Facilities in the Whole Project and Common Areas and Faicvlities reserved for Resdiential Block (1to 6) 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;

(ii) The Allottee has the right to visit the Said Project site to assess the extent of development of the Said Project and his Unit/Apartment for Residential/Commercial/Industrial/ IT/any other usage (as the case may be) at its own risk.

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., , 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 Said 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 therefor by such authority or person.

1.10 The Allottee has paid a sum of. _____ (Rupees _____ _____only) as Earnest Amount(10% of the Unit Cost)mount being part payment towards the Total Price of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) along with parking (if applicable) at the time of application; the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Unit/Apartment for Residential/Commercial usage (as the case may be) along with parking (if applicable) as prescribed in the Payment Plan [**Schedule C**] as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate 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 C**] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of **Ashiana Housing Limited Aaroham Phase III Master Collection A/c _____ payable at Gurugram, Haryana**.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory

amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the 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 the 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.

3.2 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 Unit/Apartment for Residential/Commercial usage(as the case may be) 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 Unit/Apartment for Residential/Commercial usage(as the case may be) alongwith parking (if applicable), 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 Said Project as disclosed at the time of registration of the Said Project with the Authority and towards handing over the Unit/Apartment for Residential/Commercial usage(as the case may be) 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.Allottee shall also make the payments as per the payment plan agreed.

6. CONSTRUCTION/ DEVELOPMENT OF THE SAID 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 (as the case may be) regarding the Said Project(s) where the said Unit/Apartment for Residential/Commercial usage(as the case may be) along with parking (if applicable) 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 Said 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 under relevant laws and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act and 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 UNIT/APARTMENT FOR RESIDENTIAL USAGE (AS THE CASE MAY BE):

7.1 **Schedule for possession of the said** Unit/Apartment for Residential/Commercial usage - The Promoter agrees and understands that timely delivery of possession of the Unit/Apartment for Residential/Commercial/ Industrial/IT/any other usage (as the case may be) alongwith 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.

The Promoter assures to hand over possession of the Unit/Apartment for Residential/Commercial usage (as the case may be) alongwith parking (if applicable) as per agreed terms and conditions unless there is delay due to *"force majeure"*, Court orders, Government policy/guidelines, decisions affecting the regular development of the real estate Said Project. If, the completion of the Said Project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit/Apartment for Residential/Commercial usage(as the case may be).

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Said Project due to *Force Majeure* 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. 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.

7.2 Procedure for taking possession of built-up Unit/Apartment—

The Promoter, upon obtaining the occupation certificate or part thereof of building blocks in respect of Residential/Commercial usage (as the case may be) along with parking (if applicable) shall offer in writing the possession of the unit/ apartment within three months from the date of above approval, to the Allottee(s) as per terms of this Agreement.

The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment 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 Residential/Commercial usage (as the case may be) 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 Unit/Apartment for Residential usage —**

Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Unit/ Apartment for Residential/ Commercial usage from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Unit/ Apartment for Residential/ Commercial usage to the allottee as per terms and condition of the agreement.

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 Said Project and handing over the physical possession of the Unit/ Apartment for Residential/Commercial usage alongwith 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 Said Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the Said Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Earnest Amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the Promoter). 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.

7.6 ["**Refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed or payment of 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 Said Project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this provision shall not be barred by limitation provided under any law for the time being in force.";][1]

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 Unit/Apartment for Residential/Commercial usage alongwith 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 allottees, in case the Allottee wishes to withdraw from the Said Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit/Apartment for Residential usage , 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 Said 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 Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage, which shall be paid by the Promoter to the allottee within ninety days of it becoming due.

[In case obligation is not complied with by the Promoter

(i) the authority shall order to return the total amount received by the Promoter in respect of the Unit/ Apartment for Residential/ Commercial usage, with interest at the rate prescribed in the Rules in case the allottee wishes to withdraw from the Said Project.

(ii) in case allottee claims compensation in this regard he may make an application for adjudging compensation to the adjudicating officer who shall order quantum of compensation having due regards to the factors in section 72.

(iii) if the allottee does not intend to withdraw from the Said Project the authority shall order the Promoter to pay the allottee interest at the rate prescribed in the rules for every month of

[1]

delay till the offer of the possession of theUnit/ Apartment for Residential/ Commercial usage.

(iv) Timelines for refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed in rule 16.]

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 Said Project;

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Said Project;

(iii) There are no encumbrances upon the said Land or the Said Project/ Whole Project;

[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

(iv) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Said Project(s) or phase(s), as the case may be, as well as for the Unit/Apartment for Residential/Commercial usage 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 Whole Project(s) or Said Project, as the case may be, as well as for the Unit/Apartment for Residential/Commercial/Industrial/ IT/any other usage 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 Said Project and the said Unit/ Apartment for Residential/Commercial usage 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 Unit/ Apartment for Residential/Commercial usage 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 Unit/Apartment for Residential/Commercial/ Industrial/IT/any other usage alongwith 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 Said Land 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 Said Land;

(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/commercial unit 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 Said 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 Unit/Apartment for Residential/ Commercial usage along with parking (if applicable) to the Allottee within the time period specified in para 7.1 or fails to complete the Said Project within the stipulated time disclosed at the time of registration of the Said Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Unit/ Apartment for Residential/Commercial usage 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:

(i) 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

(ii) 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 Unit/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 Said 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 Unit/Apartment for Residential/Commercial usage alongwith 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 two consecutive months made by the Promoter as per the Payment Plan 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 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 Unit/Apartment for Residential/ Commercial usage alongwith parking (if applicable) in favour of the Allottee and refund the money paid to him by the allottee by forfeiting the booking amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the Promoter). 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. 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.

[In case the obligations as above are not complied with either by the allottee or the Promoter, the authority may issue suitable directions.

10. CONVEYANCE OF THE SAID UNIT/ APARTMENT:

The Promoter on receipt of total price of the apartment as per 1.2, 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 unit/apartment/plot 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 and handing over of possession of the apartment till such stamp duty, registration charges, other ancillary charges are paid by the Allottee to the Promoter.

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

The Promoter shall be responsible to provide and maintain essential services in the Said Project/ Whole Project till the taking over of the maintenance of the Said Project by the association of allottees or competent authority or maintenance agency as appointed by RWA, as the case may be, upon the issuance of the occupation certificate/part thereof, part completion certificate/completion certificate of the Said Project, as the case may be. The cost of such maintenance has been included in the Total Price of the Unit/Apartment for Residential/Commercial usage.

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 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, 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 Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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.

[The application for adjudging quantum of compensation shall be made to adjudicating officer. In case there is dispute about whether there is any structural defect 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, the authority may conduct an inquiry and give its findings and may issue appropriate orders or directions in this regard.][1]

13. RIGHT TO ENTER THE UNIT/ 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 Unit/Apartment for Residential/Commercial usage 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 "Ashiana Aaroham", shall be earmarked for purposes

[1] In ANNEXURE 'A', in serial number 12, after the proviso, above words and signs added, vide Rule 26 (iii) of the Haryana Real Estate (Regulation and Development) Amendment Rules, 2019

such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The 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 Allottees, maintenance agencies/competent authority for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT/ APARTMENT/PLOT:

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit/Apartment for Residential/Commercial usage alongwith 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 Unit/Apartment for Residential/Commercial usage alongwith 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 Plot/ Unit/ Apartment for Residential/ Commercial usage alongwith parking (if applicable) and keep the Unit/Apartment for Residential/Commercial usage alongwith 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.

15.2 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 Said Project, buildings therein or Common Areas. The Allottees 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 Unit/Apartment for Residential/Commercial usage and parking (if applicable) or place any heavy material in the common passages or staircase of the Building. The Promoter/allottees/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 Unit/ Apartment for Residential/ Commercial usage and parking (if applicable), as the case may be.

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

The Parties are entering into this Agreement for the allotment of a Unit/Apartment for Residential/Commercial usage alongwith parking (if applicable) with the full knowledge of all laws, rules, regulations, notifications applicable in the State and related to the Said Project.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Said 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

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 Unit/Apartment for Residential/ Commercial usage 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 Unit/Apartment for Residential/Commercial usage and parking (if applicable).

19. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):

The Promoter has assured the Allottees that the Said 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. The Promoter hereby is showing the detail of various compliance of above as applicable:

Details of approvals/ compliances to be provided: -

(A) _____;
(B) _____;
(C) _____;
(D) _____;
(E) _____;

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 an 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 ten percent of booking amount.

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 Unit/ Apartment for Residential/Commercial usage 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 Unit/Apartment for Residential/Commercial/Industrial/IT Colony/any other usage and parking (if applicable) and the Said Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Unit/Apartment for Residential/ Commercial/Industrial/IT Colony/any other usage and parking (if applicable)in case of a transfer, as the said obligations go along with the Unit/Apartment for Residential/Commercial/Industrial/IT Colony/any other usage and parking (if applicable) for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 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 [**Annexure C**] 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.

24.2 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 Said Project, the same shall be the proportion which the area/carpet area of the Unit/Apartment for Residential/Commercial/Industrial/ IT Colony/any other usage and parking (if applicable) bears to the total area/carpet area of all the Unit/Apartments/Plots in the Said 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 _____ 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 _____. Hence this Agreement shall be deemed to have been executed at _____.

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 of Allottee
_____ (Allottee Address)
M/s _____Promoter name
_____ (Promoter Address)

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 unit/apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, 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 authority and compensation if any, to be adjudged by the adjudicating officer under the Act, the rules and regulations made thereunder.][1]

NOTE-

[*Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the above terms and conditions or the Acts and the Rules and Regulations made thereunder and prevalent in the State.*]

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at _____ (*city/town name*) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature_____
Name _____
Address _____

(2) Signature _____
Name _____
Address_____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

_____

(1) Signature (Authorised Signatory) _____
Name _____
Address_____
At_____on _____ in the presence of:

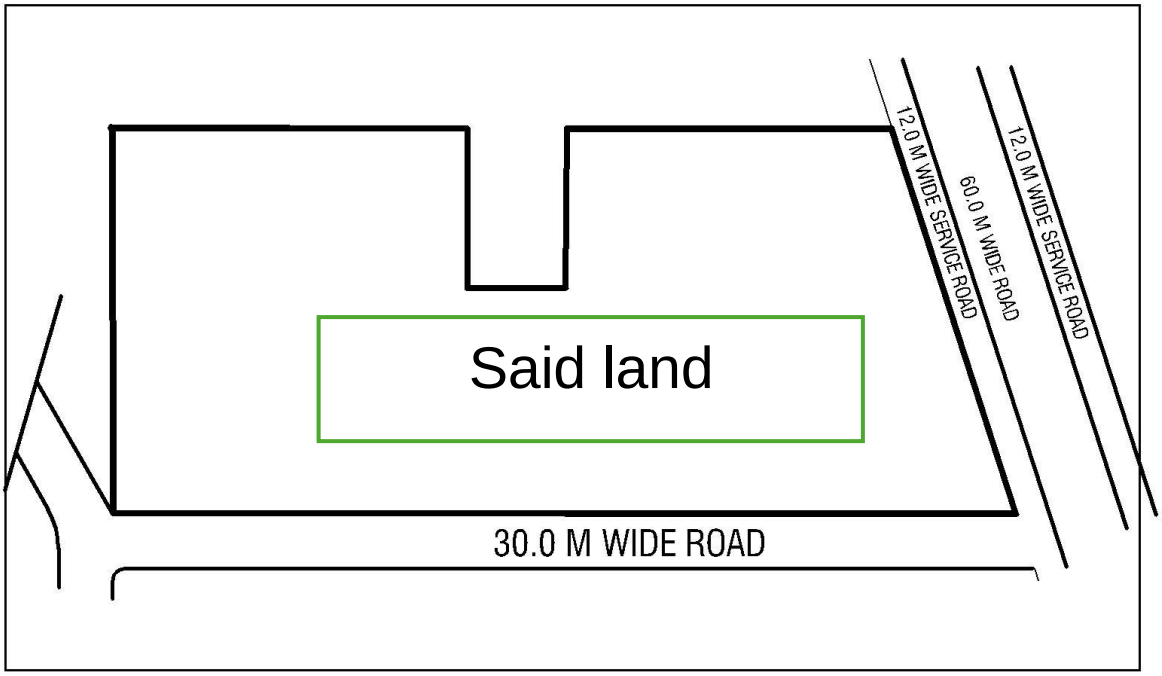
WITNESSES:

1. Signature _____
   Name _____
   Address _____
2. Signature_____
   Name _____
   Address_____

PART I OF SCHEDULE 'A' –

Situated at	Rect. No. / Killa No.	Area (in Acres/ meters)
Plot bearing No-GH-4, Sector-80, Manesar, Tehsil Manesar, District Gurugram, Haryana	-	43708 sqm (10.80 acres)

Demarcation of Said Land



PART II OF SCHEDULE 'A'

DESCRIPTION OF PROJECT LAND WITH DEMARCATION OF ASHIANA AAROHAM PHASE III

SCHEDULE 'B'

FLOOR/SITE PLAN OF THE UNIT

SCHEDULE 'C' –

PAYMENT PLAN

SCHEDULE 'D' –

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE UNIT/ APARTMENT FOR RESIDENTIAL/ COMMERCIAL USAGE)

1. Foundation

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

2. Superstructure

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

3. Walls

(a) Internal: Walls of Clay Bricks/Fly ash Bricks/AAC Blocks/Solid concrete blocks/Hollow concrete blocks/R.C.C shear wall

(b) External: Same as above

4. Finishes – Wall

(i) Units

(a) Drawing/Dining/Bedrooms: sand-cement plaster /coat of POP with coating of emulsion paint.
(b) Master and all other bathrooms: Ceramic tiles up to lintel beam bottom from floor level. Above the tiles - sand-cement plaster/ coat of POP with coating of emulsion paint.
(c) Kitchen: Dado Tiles 300x300 Ceramic tiles upto 0.60 meters from Quartz/Granite/Tile countertop. Above the tiles - sand-cement plaster/ coat of POP with coating of emulsion paint.

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

(iii) Common Areas - External Wall: All external walls including roof terrace, open terrace, Cement sand plaster/POP punning/Primer with spray texture/coating and/or emulsion paint finish.

5. Finishes –Floor

(i) Units

i. Living/Dining, entrance foyer, corridor leading to bedrooms: Vitrified Tiles (600X600) or (800X800) or (600X1200) or (800x1600).

ii. Bedrooms and study room: Wooden texture tile, (145 x 600) or (600X600) or (800X800) or (145 x600) or (200x1000) or (196 x1200) or (200 x1200)

iii. Master Bedroom: Wooden texture Vitrified tiles. (196 x 1200) or (200 x 1000) or (200 x 1200)

iv. Master and all other bathrooms: Ceramic Tiles (300X300) or (300X600) other sizes up to (600X600) and/or combination, or
Wooden texture Tile (200 x 1200), (200 x 1000)

v. Balcony: Ceramic Tiles (300X300), (298x298), (200 x 1200), (600x298) (600x300), or other sizes up to (450X450)/or combination) suitable quality glazed/matt finish/ or Wooden texture Tile (145 x 600)

vi. Open Terrace: Kota stone/other local stone/ceramic tiles of appropriate quality/stone mosaic floor.

vii. Staircase: Ceramic Tiles or Kota Stone or combination local Stone of appropriate size.

viii. Kitchen: Vitrified Tiles (600X600) or (800X800)or (600X1200) or (800 x 1600).

ix. Common Areas - Internal Floor

1. Lift lobby in basement, stilt/ground floor and upper floors: Ceramic tiles or Kota stone/other local stone or Terrazzo Tiles of appropriate size or combination of ceramic tiles.

2. Staircases and Staircase landing: Ceramic tiles of appropriate quality or semi polished Kota stone or any other local stone or combination of tiles and mentioned stone.

3. Stilt area: Ceramic tiles of appropriate quality or semi polished Kota stone or any other local stone or combination of tiles and mentioned stone.

4. Basement car parks and ramp: Cement concrete finish

6. Ceiling

(i) Units

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

(1) Plastered with either-
   a. sand-cement mortar / coat of plaster of Paris
   b. gypsum plaster

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

(ii) False ceiling in Foyer, toilets & kitchen. Bedroom of each apartment for the services routing requirement only.

(iii) Common Area

(a) Lift Lobbies: same as 6(i)

(b) Staircase, Common lobby, Corridor, Stilt area tower, Stilt area Podium:

plastered with either-
a) sand-cement mortar/ coat of plaster of Paris or
b) gypsum

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

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

Notes:

- Tiles are generally laid with spacers of suitable width and joints are filled with cementitious grout/Epoxy or Suitable Material in (Drawing/Bedroom/ Dining/ Kitchen/Washroom/ Balcony as decided by Architect)
- Skirting of 75 to 100 mm wherever applicable
- Marble/granite/Quartz stone/Vitrified Tile Slab/same floor tiles in window -sill inside the room. Window -sill will be sand cement plastered and painted from outside.

7. Windows

(a) Bedrooms, drawing/dining and kitchen: 2 to 3 track aluminum Anodized /powder coated /UPVC framed window, with 2 to 3 sliding panels depending upon size with 6/8mm toughened glass and only provision for fly mesh shutter. (No Fly mesh shutter)

(b) All bathrooms/powder room: Anodized /powder coated Top hung/louvered with frosted glass/pin head No fly mesh shutter is being provided.

8. Doors shutter & Door Frame

(a) Main entrance: 2-hour fire rated MS/wooden/MS in wooden finish frames & shutter with handle and lock system & Fire rated magic eye viewer.

(b) Bedrooms, Study room, master and all other toilets: Door frames/Chaukhat in engineered wood in Laminate finish. With Wooden finish Flush door shutters.

(c) Kitchen: No entrance kitchen door is provided

(d) Utility Balcony: Ventilated door is provided

Notes

- Fixture detail: Door handle & Dead Lock in main door of standard make.
- Mortise lock with handle, Door stopper & tower bolt in all bedroom's door.
- Mortise lock with handle with coin turn in all bathrooms and powder room.

9. Bathrooms and kitchen

Sanitary wares and fixtures

All toilets except powder room

(a) 1 wash basin fitted under/over /above on marble/granite /Quartz/ Vitrified Tile slab counter, or 1 semi recessed wash basin factory moulded with same counter ledges mentioned.

(b) 1 floor mounted EWC/ wall hung EWC with dual flush type vitrified /concealed cistern with seat and seat cover.

(c) A glass partition as per design of the Architect to segregate shower area from rest of the toilet shall be provided in all toilets

(d) Vanity below Washbasin Counter in only Master bedroom toilet.

(e) A single lever half/quarter turn CP basin mixer in wash basin, a single lever wall mixer with overhead shower, hand shower only in master bedroom and a spout in shower area.

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

(g) 2 CP angle valve of standard make for in and out of hot water geyser

(h) 2 angle valves for water connection to wash basin and 1 angle valve for water connection to flushing cistern and 1 bottle trap of standard make PTMT material

(i) 1 towel rack shall be provided in all toilets.

(j) Providing Exhaust Fan in all toilets.

(k) Providing Geysers in all toilets.

(l) Mirror will be provided in all Toilet/bathroom size as per drawing.

(ii) **Staff toilet (wherever applicable)**

(a) 1 floor mounted EWC with 6 liter capacity dual flush type PVC cistern with white/off white PVC/UPVC seat and seat cover
(b) 1 wash basin and a PTMT framed mirror as per drawing.
(c) 1 Pillar Cock in wash basin for cold water only of standard make
(d) 1 bib tap for cold water and 1 bib tap for hot water of standard make are provided in bathing area
(e) 1 angle valve for water connection to wash basin and 1 angle valve for water connection to flushing cistern and 1 bottle trap of standard make PTMT material.

(iii) **Kitchen**

(a) 1 stainless steel sink with single/double bowl and a drain board.
(b) 1 swivel type sink mixer
(c) 2 CP angle valve for in and out of hot water geyser.
(d) 1 CP angle valve for water purifier unit/RO under counter
(e) Provision for Piped PNG /LPG gas with PNG/LPG meter will be provided.
(f) Kitchen cabinets with HOB, Chimney, Dishwasher, Microwave Oven, OTG, water purifier unit/RO under counter, Geyser & Exhaust fan.
(g) Provision for air conditioners in the kitchen of the Duplex & Refuge units, including copper piping and casing for the outdoor unit.
(h) A single bowl stainless steel sink in Refuge unit has been provided.

Notes

Brand/make of bath fixtures

i) All Bathrooms except staff room toilet

- Sanitary wares: Hindware/Roca/Kohler/Jaquar/American Standard RAK/Vitra or equivalent
- Bath Fittings:

A. Basin mixer, wall mixer and shower of Jaquar/Roca/American Standard/ Grohe or equivalent.
B. Other angle valve either of CP or PTMT of Standard make like Jal/Continental/Prayag or equivalent.

(ii) Staff room toilet (wherever applicable)

- Sanitary wares: Jaquar /Cera/Neycer/Parryware or equivalent
- Bath fittings:

A. Pillar Cock JAL/Continental or equivalent,

B. Other angle valve either of CP or PTMT of standard makes Jal/Continental/Prayag or equivalent.

C. Kitchen
Water supply fittings:

A. sink mixer of Jaquar/Roca/American Standard/Grohe or equivalent.

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

10. Electrical Installation and Fittings

(a) All electrical wiring in concealed conduits with copper wires. Convenient position & distribution of light and power plugs and provision of electrical for HOB, Chimney, Microwave Oven, OTG above platform and Dishwasher, Under counter RO electrical point below counter in kitchen.

(b) Modular electrical switches with sockets and fan regulators of SSK/Anchor/Panasonic/Northwest/Legrand or equivalent

11. Cable TV Point will be provided in Drawing/dining & in all bedrooms**, Telephone Points** will be provided in drawing /dining room and in Master bedroom only. The intercom

Provision will be provided through the authorized phone company or EPABX. Facility of DTH antenna installation for each unit is allowed only on the terrace and not in front of individual units.
Provision for Internet routers will be done at suitable location inside apartments.

12. Surface Driveway and car parking

(a) Stone and/or pavers and/or tarmac and/or concrete to external driveway at designated areas.

13. Additional items

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

(b) Balcony and staircase railing: Balcony Metal/wall railing height is 1100 to 1200 mm and stair Metal/wall railing height is 1000mm.

(c) Power back up: Diesel Generator sets of appropriate capacity to provide full back-up into common areas & up to 8 KW in 3BHK ,4BHK and 12KW in 4BHK (refuge area) ,5 BHK, Duplex units.

(d) Washing machine: Provision is given in a suitable location.

(e) ACs-

- Fully fitted Invertor Air conditioners hot and cool on 3BHK ,4BHK apartments all bedrooms and two in living/Dining room with copper piping of suitable length along with MS Brackett for outdoor units
- Fully fitted Invertor Air conditioners hot and cool On the Refuge floor 4BHK ,5BHK apartments, all bedrooms and two in living/Dining room & two in family lounge with copper piping of suitable length along with MS Brackett for outdoor units
- Fully fitted Invertor Air conditioners hot and cool On the Duplex apartments, all bedrooms and two in drawing/living room, one in Dinning. & two in a family lounge with copper piping of suitable length along with MS Brackett for outdoor units

(f) Fresh Air Unit - Single unit of treated fresh air system will be provided in 3 BHK and 4 BHK apartments.

Double units of treated fresh air system will be provided on the refuge floor for
4 BHK and 5 BHK apartments, and in duplex apartments.

(g) Cloth Hanger will be provided on one balcony only.
(h) Provision of piping for the water inlet and drainage outlet in the Duplex family lounge (upper floor).

14. Notes/Disclaimers

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

(b) Marble, Limestone and granite are natural stone materials containing veins with tonality differences. There will be color and markings caused by their complex mineral composition and incorporated impurities. While such materials can be pre-selected before installation, this non-uniformity in marble, limestone or granite as well as non-uniformity between pieces cannot be totally avoided. Granite is pre-polished before laying and care has been taken for their installation. However, granite,

being a much harder material than marble cannot be re-polished after installation. Hence some differences may be felt at joints. The tonality and pattern of marble, limestone or granite selected and installed shall be subject to availability.

(c) External Paints: External plastered surfaces 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 weather conditions. Ultraviolet ray and weather conditions will affect life and sheen of the product and also would cause damage to the expected/designed protective properties of paints. Therefore, periodic maintenance including redoing of paints would be inevitable.

(d) Materials, Fittings, Equipment, Finishes, Installation and Appliances: The brand, colour and model of all materials, fittings, equipment, finishes, installation and appliances supplied shall be provided subject to architect's selection, market availability and the sole discretion of the vendor/developers.

(e) Air Conditioning System: split air conditioner in drawing dining area & bedrooms are being provided. For Split A/C assigned spaces are earmarked on the elevation of the building for ease of access and to create uniformity for aesthetic purpose.

(f) Timber: Timber is a natural material containing grain/vein and tonal differences. Thus, it is not possible to achieve total consistency of color and grain in its selection and installation. Timber has inherent property to react along with atmospheric changes, which results bending, twisting and cracking if not maintained well consistently.

(g) Internet Access & Cable Television: If the Purchaser requires internet access & Cable Television, the Purchaser will have to make direct arrangements with the Service Provider /or such relevant entities/authorities for services to the Unit and to make all necessary payment.

(h) Glass: plain/clear/frosted/tempered/toughened, is widely used in residential developments and may break/ shatter due to accidental knocks or other causes. In addition, glass is manufactured material, and the Purchaser may wish to note that it may not be 100% free from impurities. These impurities are not avoidable with quality checks and balances.

(i) Tiles: Tiles are manufactured from special kind of clay and other materials. Baking on very high temperature is an integral stage of the manufacturing process and therefore, shades and flatness of each lot varies a little bit. Hence, selected tile sizes and tile surface flatness cannot be perfect. Different quality assurance organizations like ISO 10545-2/ Singapore standard SS483:2000 had mentioned acceptable ranges. We, at Ashiana, have been taking utmost care while receiving materials and while installing them to minimize these issues but they can never be avoided completely due to inherent properties of the material and therefore consistency in flatness, sizes and minor chips on edges cannot be guaranteed. To minimize such issue tiles are laid with spacers.

(j) Design Experts: Professionally qualified practicing consultants in the field are deployed to design different functions in compliance to applicable norms and guidelines. These functions are a) Architecture b) Structure c) Plumbing d) Landscape e) Fire Fighting and e) Power & Electrical. Design parameters set by such experts and applicability of their drawings and decisions are treated as final.

(k) As per structural design principles, structures are allowed to deflect in different allowable loading/atmospheric/ground settlement/seismic parameters. Since masonry and RCC members behaves differently in such situations, therefore hair cracks in different components of the building are inevitable. These cracks are more visible in plastered surface of the masonry work. While conventionally recognized precautionary measures will be undertaken diligently but complete dis-

appearance of such cracks cannot be ascertained.

(l) Brick work, plaster and application of putty/POP over plastered surface are manual activities. As of date, no machines are found successful to execute these activities without extensive human involvement. Hence, despite all quality processes in the job, undulation, out in plumb to a certain extent cannot be avoided completely.

(m) While every reasonable care has been taken in preparing the brochure and in constructing the models and show flats, the Developer and the Marketing Agents cannot be held responsible for any inaccuracies or omissions. Visual representations, models, show flat displays and illustrations, photographs, art renderings and other graphic representations and references are intended to portray only artists' impressions of the development and cannot be regarded as representations of the fact. Floor areas are approximate measurements and are Subject to final survey.

(n) All information, specifications, renderings, visual representations and plans are correct at the time of publication and are subject to changes as may be required by the Promoter and/or the competent authorities and shall not form part of any offer or contract nor constitute any warranty by the Promoter 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 Promoter and the Allottee 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 statements, representations or promises made by us or the marketing agents.

SCHEDULE 'E' -
Detail of Common Areas and Facilities

PART I OF SCHEDULE E

COMMON AREAS, AMENITIES AND FACILITIES OF THE WHOLE PROJECT

1. Guard Room
2. Community Building
3. Swimming Pool
4. Sports Facilities
5. Green & Landscape facilities
6. Sewer System and Sewer Treatment Plant
7. UGT & Pump Room
8. Electrical Sub Station
9. DG Sets
10. Basement
11. Nursery School/Learning Centre
12. Kids Play Areas
13. Basement vehicle Parking within the limits of Residential Block

PART II OF SCHEDULE E

COMMON AREAS, AMENITIES AND FACILITIES RESERVED FOR RESEDINTIAL BLOCK

1) Guard Room
2) Community Building
3) Swimming Pool
4) Sports Facilities
5) Kids Play Areas

6) Green & Landscape facilities

7) Sewer Treatment Plant

8) UGT & Pump Room

9) Electrical Sub Station

10) DG Sets

11) Basement vehicle Parking within the limits of Residential Block

12) Open Vehicle Parking within the limits of Residential Block

13) Stilt Vehicle Parking within the limits of Residential Block

14) Nursery School/Learning Centre

Note-Any common areas and facilities located in Residential Block Land shall be reserved exclusively for Residential Block unless specifically mentioned as common area of the Whole Project and to be used by both Residential and Convenient Shopping Block

Part III OF SCHEDULE E

COMMON AREAS, AMENITIES AND FACILITIES RESERVED FOR CONVENIENT SHOPPING BLOCK

1) Green Space (within the boundaries of Convenient Shopping Block)
2) Lobby, Staircases etc.

Note- Any common areas and facilities located in Convenient Shopping Block Land shall be reserved exclusively for Convenient Shopping Block unless specifically mentioned as common area of the Whole Project and to be used by both Residential and Convenient Shopping Block

PART IV OF SCHEDULE E

COMMON AREAS, AMENITIES AND FACILITIES OF THE WHOLE PROJECT BEING DEVELOPED WITH SAID PROJECT

1. Open vehicle Parking within the limits of Residential Block
2. Basement vehicle Parking within the limits of Residential Block
3. Stilt vehicle Parking within the limits of Residential Block
4. Part Basement

PART V OF SCHEDULE E

COMMON AREAS, AMENITIES AND FACILITES RESERVED FOR RESEDENTIAL BLOCK BEING DEVELOPED WITH THE SAID PROJECT

1. Kids Play Area
2. Green & Landscape Facilities
3. Part Basement
4. Open Vehicle Parking within the limits of Residential Block
5. Basement Vehicle Parking within the limits of Residential Block
6. Stilt Vehicle Parking within the limits of Residential Block

Explanation.—

(a) The Promoter shall disclose the existing Agreement for Sale entered between Promoter and the Allottee in respect of ongoing Said Project along with the

application for registration of such ongoing Said Project. However, such disclosure shall not affect the validity of such existing agreement(s) for sale between Promoter and Allottee in respect of apartment, building or plot, as the case may be, executed prior to the stipulated date of due registration under section 3(1) of the Act.

(b) This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respected case. But in any event, matter and substance mentioned in those Clauses, which are in accordance with the Statute and mandatory according to the provisions of the Act shall be retained in each and every agreement executed between the Promoter and allottee. Any Clause in this agreement found contrary to or inconsistent with any provision of the Act, Rules, and regulation would be void ab-initio.