

**AGREEMENT FOR SALE**

This Agreement for Sale ("Agreement") is executed on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at Guwahati.

**By and Between**

**"M/S PRIYASHI AASHI DEVELOPERS PVT. LTD."** (CIN- U45209AS2010PTC010248) (Pan No.AAFCP7531D), a Company incorporated under the Companies Act, 1956, having its registered office at No.GA, Ground Floor, Aashi Anupama Heights, B.R.P. Road and T.R.P. Road, Post Office & Police Station - Bharalumukh, Pin Code - 781009, City - Guwahati, District - Kamrup (Metro), State - Assam, India, represented by one of its Director - **SRI SANDEEP AGARWAL**, (Pan No. ABVPA3138R), son of Late Prakash Chandra Agarwala, authorized vide **Board Resolution Dated- 27/01/2022**, hereinafter called and referred to as the **"PROMOTER/DEVELOPER"** (which expression shall, unless and otherwise repugnant to the context and meaning made herein, include its successors-in-office, representatives, assignees, attorneys, etc.).

PRIYASHI AASHI DEVELOPERS PVT. LTD.

*Sandeep Agarwal*

Director

AND

\_\_\_\_\_, son/daughter of \_\_\_\_\_ and \_\_\_\_\_, wife of \_\_\_\_\_, aged about \_\_\_\_\_ years, by religion \_\_\_\_\_ and permanent resident of \_\_\_\_\_, Post Office - \_\_\_\_\_, Police Station - \_\_\_\_\_, Pin Code - \_\_\_\_\_, City - \_\_\_\_\_, District - \_\_\_\_\_, State - \_\_\_\_\_, 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 assignees).

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

**WHEREAS:**

- A. 1) SRI KISHORE KUMAR AGARWAL (PAN No. – AEJPA0912N) (Aadhar No. – 6519 4342 6372)**, son of Late Murlidhar Agarwal and Late Bhagwati Devi Agarwal, aged about 64 years **2) SMT. ASHA AGARWAL (PAN No. – AEIPA7976F) (Aadhar No. – 7562 8045 2994)**, daughter of Late Sanwarmal Kejriwal and Smt. Hardei Devi Kejriwal, wife of Sri Kishore Kumar Agarwal, aged about 62 years and **3) SRI SUBHAM AGARWAL (PAN No. – AOTPA3402K) (Aadhar No. – 3282 2946 4001)**, son of Sri Kishore Kumar Agarwal and Smt. Asha Agarwal, aged about 29 years, all by Religion - Hindu, all resident of House No.29(A), Seshadthri – Nilay, D. Neog Path, 5<sup>th</sup> Bye Lane, Ananda Nagar, Behind Dona Planet, G.S. Road, Post Office – Dispur, Police Station - Bhangagarh, Pin Code - 781005, City – Guwahati, District - Kamrup (Metro), State - Assam, India, are the absolute and lawful owner of a plot of land measuring more or less **8 Bighas 1 Katha 0.58 Lechas**, out of which land measuring 3 Bigha 4 Katha 1.19 Lechas is covered by Dag No.386 (Old) / 748 (New) of K. P. Patta No.159 (Old) / 1228 (New), land measuring 1 Katha 12.87 Lechas is covered by Dag No.393 (Old) / 747 (New) of K. P. Patta No.241 (Old) / 1611 (New), land measuring 1 Katha 11.15 Lechas is covered by Dag No.394 (Old) / 749 (New) of K. P. Patta No.241 (Old) / 1612 (New), land measuring 1 Katha 2.04 Lechas is covered by Dag No.395 (Old) / 750 (New) of K. P. Patta No.241 (Old) / 1613 (New) and land measuring 3 Bigha 2 Katha 13.33 Lechas is covered by Dag No.385 (Old) / 809 (New) of K. P. Patta No.85 (Old) / 888 (New), all of Revenue Village - Betkuchi, Mouza – Beltola, situated at N.H. – 37, Opposite D. T. O. Office, Guwahati – 781018, District Kamrup (Metro), Assam, which the **Promoter/Developer** acquired right, interest, possession and authority to act as the **Promoter/Developer**, vide **DEED OF AGREEMENT** bearing **Serial No.7759, Deed No.5457, Dated- 13/06/2019** and **GENERAL POWER OF ATTORNEY** bearing **Serial No.7761, Deed No.5181, Dated - 13/06/2019**, both registered at the office of the Sr. Sub-Registrar, Kamrup (Metro) at Guwahati.

**And Whereas**, the above referred **Promoter/Developer** having acquired the right, interest and authority to act as the **Promoter/Developer** of the **First Schedule Landed Properties** on the strength and basis of the terms of the Registered Deed of Development Agreement and the General Power of Attorney Deed, decided to raise construction of the **RCC Multistoried Residential cum Commercial Building(s)/Apartment(s) Complex/Project** over the **First Schedule Landed Properties** and for the purpose of Identification have named the

entire **RCC Multistoried Residential cum Commercial Building(s)/ Apartment(s) Complex/Project** under the name and style of **"AASHI VILLE"**, which shall have fully constructed several self-styled **Residential Apartments/Residential Units/Commercial Offices/Shops/etc.** in **RCC Multistoried Residential cum Commercial Building(s)/Apartment(s) Complex/Project** and such proposed **Residential Apartments/Residential Units/Commercial Offices/Shops/etc.**, shall be sold to various intending Purchaser(s) by receiving, realizing and collecting all amounts payable from intending Purchaser(s) by entering into agreements in its own name leaving aside land owners share as had been agreed to be handed over to Landowners in terms of the above referred respective Development Agreements.

**B.** The said **First Schedule Landed Properties** is earmarked for the purpose of construction of a **RCC Multistoried Residential cum Commercial Building(s)/Apartment(s) Complex/Project**, comprising of **2 (Two) Numbers of Blocks, Block A/Commercial Block and Block B/Residential Block consisting of 4 (Four) Numbers of Clusters** and the entire project shall always be known as **"AASHI VILLE" (" SAID PROJECT")**, and the said **2 (Two) Numbers of Blocks** is detailed as follows:

**i) BLOCK A/ COMMERCIAL BLOCK, Consisting of Basement + Ground + Six Storied Building, is bounded by: -**

North :  
South :  
East :  
West :

**ii) BLOCK - B/ RESIDENTIAL BLOCK**

**A) "CLUSTER - 1", Consisting of Basement + Ground + Eleven Storied Building is bounded by: -**

North :  
South :  
East :  
West :

**B) "CLUSTER - 2", Residential Building Consisting of Basement + Ground + Eleven Storied Building, is bounded by:-**

North :  
South :  
East :  
West :

**C) "CLUSTER - 3" Residential Building Consisting of Basement + Ground + Eleven Storied Building, is bounded by: -**

North :  
South :  
East :  
West :

**D) "CLUSTER - 4" Residential Building Consisting of Basement + Ground + Eleven Storied Building, is bounded by: -**

North :  
South :  
East :  
West :

- C. The **Promoter/Developer** is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the **Promoter/Developer** regarding the said **First Schedule Landed Properties** on which the **RCC Multistoried Residential cum Commercial Building(s)/Apartment(s) Complex/Project** is to be constructed.
- D. The office of the **Guwahati Municipal Corporation ("GMC")** has granted the Commencement Certificate/No Objection certificate for Construction to develop the **Said RCC Multistoried Residential cum Commercial Building(s)/Apartment(s) Complex/Project** vide **Memo No.GPL/BP/06/419/23052016/275/239 Dated 30-12-2020** after obtaining **Planning Permit** from **Guwahati Metropolitan Development Authority** vide **Memo No.GMDA/BP/1573/07082015/275 dated 21-05-2020**, in the name of **Sri Kishore Kumar Agarwal, Smt. Asha Agarwal and Sri Subham Agarwal, i.e.,** the owners of the **First Schedule Landed Properties**.
- E. The Promoter/Developer has obtained the final layout plan approvals for the **Said RCC Multistoried Residential cum Commercial Building(s)/Apartment(s) Complex/Project** from **Guwahati Municipal Corporation**. The Promoter/Developer agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with Section 14 of the Act and other laws as applicable.
- F. The Office of the **Fire & Emergency Services, Assam, Guwahati ("F & ES")** has granted Fire Safety Certificate/Permission/No Objection Certificate in respect of the **Said RCC Multistoried Residential cum Commercial Building(s)/Apartment(s) Complex/Project** vide approval **No.F&ES/FPW/3668/361/20, Dated- 28/07/2020**, in the name of in the name of **Sri Kishore Kumar Agarwal, Smt. Asha Agarwal and Sri Subham Agarwal, i.e.,** the owners of the **First Schedule Landed Properties**.
- G. The Promoter/Developer has registered the **Said RCC Multistoried Residential cum Commercial Building(s)/Apartment(s) Complex/Project** under the provisions of the Act with the **Assam Real Estate Regulatory Authority (ARERA)** at Guwahati on \_\_\_\_\_ under Registration No. \_\_\_\_\_.
- H. The Allottee has applied for an **Unit/Apartment** in the **Said RCC Multistoried Residential cum Commercial Building(s)/Apartment(s) Complex/Project** vide **Application No. \_\_\_\_\_** dated \_\_\_\_\_ and has been allotted **one number of Unit/Apartment No. \_\_\_\_\_**, having **carpet area** of \_\_\_\_\_ **square feet** and **balcony area** of \_\_\_\_\_ **square feet**, on \_\_\_\_\_ **Floor**, in the Block marked as Block No. \_\_\_\_\_, in the Cluster marked as Cluster No. \_\_\_\_\_, of the **Multistoried Residential Cum Commercial Building(S)/Apartment(S) Complex**, to be known as **"AASHI VILLE"** (being constructed over said **First Schedule Landed Properties**) along with \_\_\_\_\_ **numbers of car parking space** being **Covered Parking No. \_\_\_\_\_**, in the **Basement/ Ground Floor** of the \_\_\_\_\_ of the **Said RCC Multistoried Residential cum Commercial Building(s)/Apartment(s)**



- Complex/Project**, as permissible under the applicable law and of pro rata share in the common area ("Common Area") as defined under **Clause (n) of Section 2** of the Act (hereinafter referred to as the "**Apartment/Unit**" more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J. Additional disclosures/details – **Definitions** of various terms and conditions used in the agreement

(i) **ARCHITECT** – shall mean "**M/s Creations**", represented by "**Sri Anjay Gupta**".

(ii) **PROMOTER/DEVELOPER** – shall mean party of the one part, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees.

(iii) **ALLOTTEE/ PURCHASER**- shall mean the party of the other part as aforesaid and shall include his/her/their legal heirs, representatives, executors, successors, administrators and permitted assigns.

(iv) **PLAN** – shall mean the Commencement Certificate/No Objection Certificate for Construction to develop the Said **Multistoried Residential Cum Commercial Building(S)/Apartment(S) Project** vide **Memo No.GPL/BP/06/419/23052016/275/239 Dated 30-12-2020** after obtaining **Planning Permit** from **Guwahati Metropolitan Development Authority** vide **Memo No.GMDA/BP/1573/07082015/275 dated 21-05-2020**, in the name of **Sri Kishore Kumar Agarwal, Smt. Asha Agarwal and Sri Subham Agarwal**, for development of the said **First Schedule Landed Properties** and construction of the said **New Building**.

(v) **PREMISES** – shall mean the said **First Schedule Landed Properties** hereinabove written.

(vi) **NEW BUILDING** – shall mean **R.C.C. New Building** being constructed over the said **First Schedule Landed Properties** as per the approved plan and the name of the said **R.C.C. New Building** is given as "**AASHI VILLE**".

(vii) **APARTMENT/UNIT**- shall mean the said **Residential Flat/ Residential Unit/ Commercial Space/Shop/Office/etc.** (more fully and particularly mentioned and described in **SCHEDULE "A"** hereunder written and the floor plan of the **Apartment/Unit** is annexed and marked as **SCHEDULE "B"** hereto)

(viii) **CARPET AREA (CA)**: "Carpet Area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

(ix) **CAR PARKING SPACE** – shall mean Open/Covered Car Parking Space as permissible under the applicable Law, but does not include an unenclosed or uncovered parking space such as open parking area (as defined in Section 2 (y) of the Act); In case of transfer of the Residential/Commercial **Apartment/Unit**, the

right to use of the applied and allotted parking space shall be automatically transferred along with the **Apartment/Unit** and in such cases no separate transfer deed will be required.

It is to mention herein that after the allotment of Car Parking Spaces is made by the **Promoter/Developer** in respect to all the Residential Apartments/Units/Commercial Spaces/Sops/Offices/etc., all or any of the remaining car parking spaces will be at the disposal and discretion of the **Promoter/Developer**, the **Promoter/Developer** shall have exclusive rights to use and dispose off the same at their own discretion and the **Allottee/s** hereby gives his/her consent by signing this deed.

**(x) COMMON AREAS (PART & PORTIONS)**- shall mean the common parts, portions, facilities and amenities in the **Said New Building** (more fully and particularly mentioned and described in **Third Schedule** hereunder written) and as detailed in Section 2 (n) of the Act.

It is to mention herein that the Commercial Space such as Coffee Shop, Parlor, Departmental Store, Coffee Shop, Bakery Shop, etc. constructed in the **Block B** of the said **New Building** shall be at the disposal and discretion of the **Promoter/Developer** and the same shall not be deemed to be the part of Common Areas or the Block C/Club House Block, the **Promoter/Developer** shall have exclusive rights to use and dispose off the same at their own discretion and the **Allottee/s** hereby gives his/her consent by signing this deed.

It is to mention herein that the **Terrace Areas/Last Roof's** ownership and rights shall be at the disposal and discretion of the **Promoter/Developer**, the **Promoter/Developer** shall have exclusive rights to use and dispose off the same at their own discretion and the **Allottee/s** hereby gives his/her consent by signing this deed.

**(xi) COMMON PURPOSES** – shall mean and include the purposes of upkeep, management, maintenance, administration and protection of the common parts and portions and the purpose of regulating mutual rights and liabilities of the Owners, and/or occupants of the respective **Apartment/Unit** and all other purposes or matters in which the Owners and occupants have common interest relating to the said **New Building**.

**(xii) SPECIFICATION**- shall mean the various specifications with such other additions and/or alteration and/or modifications as may be recommended by the Architect of the said **New Building** (more fully and particularly mentioned in the **Part – I & II of Fourth Schedule** hereunder written)

**(xiii) MAINTENANCE** – shall mean the maintenance of essential services provided in the said **New Building** from the date of deem, date of possession for a period of one year as per **Clause 11** of this agreement and thereafter maintenance shall be looked after by the Society/Association that may be formed or promoted by the ultimate Allottee(s)/Purchaser(s) for the maintenance of the said **New Building**.

**(xiv) ADDITIONS & ALTERATIONS** – shall mean if there is any additions or alterations in the sanctioned plans, layouts plans and specifications provided by the **Promoter/Developer**, the same must be done with the written consent of the **Allottee** as per the provisions of the Act.

(xv) **PROPORTIONATE SHARE** – shall mean that the proportionate share in the common areas shall be apportioned according to the carpet area of the **Apartment/Unit**, viz-a-viz the total carpet area of all the Apartments of the said **New Building**, in accordance with the then sanctioned plan by the **Guwahati Municipal Corporation ("GMC")** (i.e., as per the final additions & alterations of the sanctioned plan, approved by appropriate authority or before getting the Occupancy Certificate from the appropriate authorities), as per the provisions of the Act.

- K.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project;
- L.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- M.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the **Promoter/Developer** hereby agrees to sell and the **Allottee** hereby agrees to purchase the **Apartment/Unit** and the Open/Covered parking (if applicable) as specified in **Para H**;

**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 the Agreement, the **Promoter/Developer** agrees to sell to the **Allottee** and the **Allottee** hereby agrees to purchase, the **[Apartment/Unit]** as specified in **Para H** above (now more fully and particularly mentioned and described in **Schedule – A** hereunder written);

|                              |                    |
|------------------------------|--------------------|
| <b>BUILDING/PROJECT NAME</b> | <b>AASHI VILLE</b> |
| <b>BLOCK NAME</b>            |                    |
| <b>CLUSTER NAME</b>          |                    |
| <b>FLOOR NUMBER</b>          |                    |
| <b>FLAT/UNIT NO.</b>         |                    |
| <b>Nos. of BALCONY</b>       |                    |
| <b>Nos. OF CAR PARKING</b>   |                    |
| <b>CAR PARKING TYPE</b>      |                    |
| <b>CAR PARKING NUMBER</b>    |                    |

1.2 The Total price for the **SCHEDULE – A Apartment/Unit** based on the carpet area is **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) ("Total Price")** break-up and description is given below:

## TOTAL PRICE

| ITEMS                                                                                       | DESCRIPTION                                             | AREA<br>(IN SQ.FT.) | RATE PER<br>SQ.FT. (IN<br>Rupees) | AMOUNT<br>(IN Rupees) |
|---------------------------------------------------------------------------------------------|---------------------------------------------------------|---------------------|-----------------------------------|-----------------------|
| A                                                                                           | CARPET AREA                                             |                     |                                   |                       |
| B                                                                                           | BALCONY AREA                                            |                     |                                   |                       |
| C                                                                                           | TERRACE AREA                                            |                     |                                   |                       |
| D                                                                                           | OUTER PERIPHERY WALLS                                   |                     |                                   |                       |
| D                                                                                           | TOTAL CHARGABLE AREA                                    |                     |                                   |                       |
| E                                                                                           | CAR PARKING AREA                                        |                     |                                   |                       |
| F                                                                                           | CLUB MEMBERSHIP / ACTIVITY CENTRE CHARGE                |                     |                                   |                       |
| G                                                                                           | ELECTRICAL CHARGES                                      |                     |                                   |                       |
| TOTAL CONSIDERATION/AGREEMENT VALUE (D + E + F + G)=                                        |                                                         |                     |                                   |                       |
| <b>EXTRA CHARGES : (on Total Chargeable Area)</b>                                           |                                                         |                     |                                   | <b>AMOUNT IN RS</b>   |
| i) 1st year Maintenance @ RS.3/- Per Square Feet Per Month                                  |                                                         |                     |                                   |                       |
| ii) Society Corpus Fund / Society Security Deposit @ RS. ____/- Per Square Feet             |                                                         |                     |                                   |                       |
| iii) Legal/Documentation Charges for Agreement, Sale Deed & Permission                      |                                                         |                     |                                   |                       |
| Total Extra Charges (i + ii + iii)                                                          |                                                         |                     |                                   |                       |
| <b>TAXES:</b>                                                                               |                                                         |                     |                                   |                       |
| GST/SERVICE TAX ON TOTAL AGREEMENT VALUE                                                    |                                                         |                     |                                   |                       |
| * GST/SERVICE TAX ESTIMATED AS PER ACTUAL AND OTHER TAXES IF LEVIED ARE SUBJECT TO REVISION |                                                         |                     |                                   |                       |
| <b>N. B.</b>                                                                                |                                                         |                     |                                   |                       |
| 1)                                                                                          | Stamp Duty and Registration Fees as per Government Rate |                     |                                   |                       |

Explanation:

(i) The Total Price above includes the booking amount paid by the **Allottee** to the **Promoter/Developer** towards the **Apartment/Unit**;

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the **Promoter/Developer** by way of GST and/or any other similar taxes which may be levied, in connection with the construction of the **Said New Building** payable by the **Promoter/Developer**) up to the date of handing over the possession of the **Apartment/Unit**;

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the **Allottee** to the **Promoter/Developer** shall be increased/reduced based on such change/modification;

(iii) The **Promoter/Developer** shall periodically intimate to the **Allottee**, the amount payable as stated in (1) above and the **Allottee** shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the **Promoter/Developer** shall provide to the **Allottee** the details of the taxes paid or demanded along with the

acts/rules/notifications together with dates from which such taxes/levies etc., have been imposed or become effective;

(iv) The Total Price of Apartment includes : 1) *pro rata* share in the Common Areas; and 2) Open/Covered(s) as provided in the Agreement.

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/Developer** undertakes and agrees that while raising a demand on the **Allottee** for increase in development charges, cost/charges imposed by the competent authorities, the **Promoter/Developer** 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.

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

1.5 The **Promoter/Developer** may allow, in its sole discretion, a rebate for early payments of installments payable by the **Allottee** by discounting such early payments @ 2% 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/Developer**.

1.6 It is agreed that the **Promoter/Developer** shall not make any additions and alteration in the sanctioned plans, layouts plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the **Apartment/Unit**, of the said **First Schedule Landed Properties** or said **New Building**, as the case may be, without the previous written consent of the **Allottee**. Provided that the **Promoter/Developer** may make such minor additions or alterations as may be required by the **Allottee**, or such minor changes or alterations after obtaining the written consent of the **Allottee** as per the provisions of the Act as per the provisions of the Act.

1.7 The **Promoter/Developer** shall confirm the final carpet area that has been allotted to the **Allottee** after the construction of the said **New Building** is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the **Promoter/Developer**. If there is any reduction in the carpet area within the defined limit then **Promoter/ Developer** shall refund the excess money paid by **Allottee** within 45 (forty-five) days with annual interest at the rate specified 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 allotted to **Allottee**, the **Promoter/Developer** shall demand that from the **Allottee** as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in **Clause 1.2** of this agreement.

1.8 Subjects to **Clause 9.3** the **Promoter/Developer** agrees and acknowledges, the **Allottee** shall have the right to the **Apartment/Unit** as mentioned below:

(i) The **Allottee** shall have exclusive ownership of the **Apartment/Unit**;



(ii) The **Allottee** shall also have undivided proportionate share in the Common Areas. Since the share / interest of **Allottee** in the Common Areas is undivided and cannot be divided or separated, the **Allottee** shall use the Common Areas along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them. Further, the right of the **Allottee** to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the **Promoter/Developer** shall convey undivided proportionate title in the common areas to the Association of **Allottee(s)** as provided in the Act;

(iii) That the computation of the price of the **Apartment/Unit** includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost of providing all other facilities as provided within the **Said New Building**.

1.9 It is made clear by the **Promoter/Developer** and the **Allottee** agrees that the **Apartment/Unit** along with Car Parking Space shall be treated as a single indivisible **Apartment/Unit** for all purposes. It is agreed that the said **New Building** is an independent, self-contained Project covering the said **First Schedule Landed Properties** and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the **Allottee**. It is clarified that said **New Building's** facilities and amenities shall be available only for use and enjoyment of the Allottee of the said **New Building**.

1.10 It is understood by the **Allottee** that all other areas, i.e. areas and facilities falling outside the said **New Building**, namely "**AASHI VILLE**" shall not form a part of the declaration to be filed with **GMDA/GMC** to be filed in accordance with the **GMDA/GMC Act**.

1.11 The **Promoter/Developer** agrees to pay all outgoings before transferring the physical possession of the apartment to the **Allottee**, which it has collected from the **Allottees**, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, 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/Developer** fails to pay all or any of the outgoings collected by it from the **Allottees** or any liability, mortgage loan and interest thereon before transferring the apartment to the **Allottees**, the **Promoter/Developer** agrees to be liable, even after the transfer of the property, to pay such outgoings 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.

1.12 Provided that if the **Allottee** delays in payment towards any amount for which is payable, he shall be liable to pay interest at the State Bank of India's Marginal Cost of Lending Rate plus two percent.



## 2. MODE OF PAYMENT

Subject to the terms of the Agreement and the **Promoter/Developer** abiding by the construction milestones, the **Allottee** shall make all payments, on demand by the **Promoter/Developer**, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of "**M/s PRIYASHI AASHI DEVELOPERS PVT. LTD.**", **PROJECT AASHI VILLE** payable at **GUWAHATI**.

## 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 and Rules and Regulations made there under 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/Developer** with such permission, approvals which would enable the **Promoter/Developer** to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The **Allottee** understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act 1999 or other laws as applicable, as amended from time to time.

3.2 The **Promoter/Developer** accepts no responsibility in this regard. The **Allottee** shall keep the **Promoter/Developer** 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/Developer** immediately and comply with necessary formalities if any under the applicable laws. The **Promoter/Developer** 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/Developer** shall be issuing the payment receipts in favor of the **Allottee** only.

## 4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

## 5. TIME IS ESSENCE

Time is of essence for the **Promoter/Developer** as well as the **Allottee**. The **Promoter/Developer** shall abide by the time schedule for completing the **Said New Building** and handing over the **Apartment/Unit** to the **Allottee** and the common areas to the association of the **Allottees** after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the **Allottee** shall make timely payments

of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the **Promoter/Developer** as provided in **Schedule - C ("Payment Plan")**.

## 6. CONSTRUCTION OF THE PROJECT/APARTMENT

The **Allottee** has seen the specifications of the **Apartment/Unit** and accepted the Payment Plan, floor plans, layout plans, [annexed along with this Agreement as Annexure] which has been approved by the competent authority, as represented by the **Promoter/Developer**. The **Promoter/Developer** shall develop the said **New Building** in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the **Promoter/Developer** undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the GMDA/GMC, Act 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 after obtaining written consent from the **Allottee**, and breach of this term by the **Promoter/Developer** shall constitute a material breach of the Agreement.

## 7. POSSESSION OF THE APARTMENT

**7.1 Schedule for possession of the said Apartment:** The **Promoter/Developer** agrees and understands that timely delivery of possession of the **Apartment/Unit** is the essence of the Agreement. The **Promoter/Developer**, based on the approved plans and specifications, assures to hand over possession of the **Apartment/Unit** by the end of **December, 2027**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic, lockout, or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the said **New Building** is delayed due to the Force Majeure conditions then the **Allottee** agrees that the **Promoter/Developer** shall be entitled to the extension of time for delivery of possession of the **Apartment/Unit**, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The **Allottee** agrees and confirms that, in the event it becomes impossible for the **Promoter/Developer** to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the **Promoter/Developer** shall refund to the **Allottee** the entire amount received by the **Promoter/Developer** from the Allotment, within **45 (Forty-Five)** days from that date. After refund of the money paid by the **Allottee**, **Allottee** agrees that he/she shall not have any rights, claims etc. against the **Promoter/Developer** and that the **Promoter/Developer** shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession:** The **Promoter/Developer**, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the **Apartment/Unit**, to the **Allottee** in terms of this Agreement to be taken within 6 (six months) from the date of issue of such notice and the **Promoter/Developer** shall give possession of the **Apartment/Unit** to the **Allottee**. The **Promoter/Developer** 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/Developer**. The **Allottee** agree(s) to pay the maintenance charges as determined by the

Promoter/Developer/Association of Allottees, as the case may be. The **Promoter/Developer** on its behalf shall offer the possession to the **Allottee**, as the case may be. The **Promoter/Developer** on its behalf shall offer the possession to the **Allottee** in writing within **15 days** of receiving the occupancy certificate of the said **New Building**.

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

Provided further that in case the **Allottee** fails or neglects or commits delay to take possession of their **Apartment/Unit**, after 90 days from the date of issue of notice as mentioned in **Clause 7.2**, the **Allottee** shall be liable for payment of maintenance charges as made applicable by the Promoter/Developer/Association/Society of Allottees, property tax, electricity charges and any other expenses and outgoing in respect of the said **Apartment/Unit** and the **Promoter/Developer** shall not be held liable for maintenance, wear and tear of the said **Apartment/Unit**.

**7.4 Possession by the Allottee:** After obtaining the occupancy certificate and handing over physical possession of the **Apartment/Unit** to the **Allottees**, it shall be the responsibility of the **Promoter/Developer** to hand over the necessary documents and plans, including common areas, to the Promoter/Developer/Association/Society of Allottees or the competent authority, as the case may be, as per the local laws.

**7.5 Cancellation by Allottee:** The **Allottee** shall have the right to cancel/withdraw his allotment in the said **New Building** as provided in the Act:

Provided that where the **Allottee** proposes to cancel/withdraw from the said **New Building** without any fault of the **Promoter/Developer**, the **Promoter/Developer** herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the **Allottee** shall be returned by the **Promoter/Developer** to the **Allottee** within 45 days of such cancellation.

**7.6 Compensation:** The **Promoter/Developer** shall compensate the **Allottee** in case of any loss caused to him due to defective title of the land, on which the said **New Building** is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the **Promoter/Developer** fails to complete or is unable to give possession of the **Apartment/Unit** (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; 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/Developer** shall be liable, on demand to the **Allottees**, in case the **Allottee** wishes to withdraw from the said **New Building**, without prejudice to any other remedy available, to return the total amount received by him in respect of the **Apartment/Unit**, with interest at the rate specified in the

Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the **Allottee** does not intend to withdraw from the said **New Building**, the **Promoter/Developer** shall pay the **Allottee** interest at the State Bank of India's Marginal Cost of Lending Rate plus two percent for every month of delay, till the handing over of the possession of the Apartment.

## 8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

(i) The **Promoter/Developer** has absolute, clear and marketable title with respect to the said **First Schedule Landed Properties**; The requisite rights to carry out development upon the said **First Schedule Landed Properties** and absolute, actual, physical and legal possession of the said **First Schedule Landed Properties** for the said **New Building**;

Above right, interest and possession to develop the said **First Schedule Landed Properties** had been acquired on the strength of the above referred **Registered Deed of Development Agreement** and its consequent **Registered Power of Attorney Deed** giving all necessary powers and authorities to **M/s Priyashi Aashi Developers Pvt. Ltd.**, as **Promoter/Developer** towards the said **First Schedule Landed Properties**.

(ii) The **Promoter/Developer** has lawful rights and requisite approvals from the competent Authorities to carry out development of the said **New Building**;

(iii) There are no encumbrances upon the said **First Schedule Landed Properties** or the said **New Building**;

(iv) There are no litigations pending before any court of law with respect to the said **First Schedule Landed Properties**, said **New Building** or the **Apartment/Unit**;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the said **New Building**, said **First Schedule Landed Properties** and **Apartment/Unit** are valid and subsisting and have been obtained by the following due process of law. Further, the **Promoter/Developer** has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said **New Building**, said **First Schedule Landed Properties**, and **Apartment/Unit** and Common Areas;

(vi) The **Promoter/Developer** 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;

(vii) The **Promoter/Developer** 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 **First Schedule Landed Properties**, including the said **New Building** and the said **Apartment/Unit** which will, in any manner, affect the rights of **Allottee** under this Agreement;

(viii) The **Promoter/Developer** confirms that the **Promoter/Developer** is not restricted in any manner whatsoever from selling the said **Apartment/Unit** to the **Allottee** in the manner contemplated in this Agreement;



(ix) At the time of execution of the conveyance deed the **Promoter/Developer** shall handover lawful, vacant, peaceful, physical possession of the **Apartment/Unit** to the **Allottee** and the common areas to the Association of the Allottees;

(x) The said **First Schedule Landed Properties** 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 **First Schedule Landed Properties**;

(xi) The **Promoter/Developer** 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 **New Building** to the competent Authorities;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the **Promoter/Developer** in respect of the said **First Schedule Landed Properties** and/or the said **New Building**.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the **Promoter/Developer** shall be considered under a condition of Default, in the following events:

(i) **Promoter/Developer** fails to provide ready to move in possession of the **Apartment/Unit** to the **Allottee** within the time period specified. For the purpose of this clause, ready to move in possession' shall mean that the **Apartment/Unit** shall be in a habitable condition which is complete in all respects;

(ii) Discontinuance of the **Promoter/Developer'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/Developer** under the conditions listed above, **Allottee** is entitled to the following:

(i) Stop making further payments to **Promoter/Developer** as demanded by the **Promoter/Developer**. If the **Allottee** stops making payments, the **Promoter/Developer** shall correct the situation by completing the construction milestones and only thereafter the **Allottee** be required to make the next payment without any penal interest; or

(ii) The **Allottee** shall have the option of terminating the Agreement in which case the **Promoter/Developer** 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 State Bank of India's Marginal cost of lending Rate plus two percent as in the Rules within forty-five days of receiving the termination notice;

Provided that where an **Allottee** does not intend to withdraw from the said **New Building** or terminate the Agreement, he shall be paid, by the **Promoter/Developer**, interest at the State Bank of India's Marginal Cost of Lending rate plus two percent as in the Rules, for every month of delay till the handing over of the possession of the **Apartment/Unit**.



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 1 (One) consecutive demands made by the **Promoter/Developer** 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/Developer** on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by **Allottee** under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the **Promoter/Developer** in this regard, the **Promoter/Developer** shall cancel the allotment of the **Apartment/Unit** in favour of the **Allottee** and refund the amount money paid to him by the **Allottee** by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

#### 10. CONVEYANCE OF THE SAID APARTMENT

The **Promoter/Developer**, on receipt of complete amount of the Price of the **Apartment/Unit** under the Agreement from the **Allottee**, shall execute a conveyance deed and convey the title of the **Apartment/Unit** together with proportionate indivisible share in the common areas within 3 (Three) months from the issuance of the Occupancy Certificate. However, in case the **Allottee** fails to deposit the stamp duty, registration charges and all other incidental and legal, expenses etc. so demanded within the period mentioned in the demand letter, the **Allottee** authorizes the **Promoter/Developer** to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the **Promoter/Developer** is made by the **Allottee**. The **Allottee** shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

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

The **Promoter/Developer** shall be responsible to provide and maintain essential services in the said **New Building** for a period of 1 (ONE) year, starting from the "Deemed date of Possession" as provided in **Clause 7.2**, i.e., till the taking over of the maintenance of the said **New Building** by the Association of the **Allottee**. The cost of such maintenance has been included in the Total Price of the **Apartment/Unit**.

Immediately after the completion of the said **New Building**, the **Promoter/Developer** shall by itself or through its nominated agency, maintain the common areas and facilities for a period of 1 (ONE) year, starting from the "Deemed date of Possession" as provided in **Clause 7.2**.

For this period the **Allottee** shall be required to pay to **Promoter/Developer** a sum of **Rs.3/- per square feet** on Carpet Area (i.e. **Rs.3/- X Carpet Area of the Apartment/Unit**) per month in advance, as maintenance charges of the common areas before taking possession of the **Apartment/Unit** from the deemed date of possession as provided in **Clause 7.2** above.

It is hereby made clear that upon expiry of aforesaid period of 1 (One) Year, maintenance of common areas shall be handed over by **Promoter/Developer** to the Society/Association

mandatorily formed by the **Apartment/Unit** owners/holders, which shall thereafter be responsible for maintenance of common areas.

## 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/Developer** as per the agreement for sale relating to such development is brought to the notice of the **Promoter/Developer** 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/Developer** to rectify such defects without further charge, within 30 (thirty) days, and in the event of **Promoter/Developer'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.

It is pertinent to mention here that structural defect/s or any other defect in workmanship, quality in the **Apartment/Unit** or the said **New Building** in which the **Apartment/Unit** is located, shall not mean and include defect/s caused by regular/normal wear and tear and/or by the negligent use of the **Apartment/Unit** or the said **New Building** by the respective **Allottee/s**, vagaries of nature, superficial cracks, etc.

## 13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The **Allottee** hereby agrees to purchase the **Apartment/Unit** on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Maintenance Agency appointed or the Association/Society of Allottees (or the maintenance agency appointed by it) and performance by the **Allottee** of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the Association/Society of Allottees from time to time.

## 14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter/Developer/Maintenance Agency/Association/Society of Allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the **Allottee** agrees to permit the Association/Society of Allottees and/or Maintenance Agency to enter into the **Apartment/Unit** or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

## 15. USAGE

**Use of Basement/Ground Floor and Service Areas:** The basement(s)/ground floor and service areas, if any, as located within the said **New Project**, namely, "**AASHI VILLE**" 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 **Allottee** shall not be permitted to use the services areas and the basements/ground floor in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the

Association/Society of Allottees formed by the **Allottees** for rendering maintenance services.

#### 16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to **Clause 12** above, the **Allottee** shall, after taking possession, be solely responsible to maintain the **Apartment/Unit** at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said **New Building**, or the **Apartment/Unit**, 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/Unit** and keep the **Apartment/Unit**, 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 said **New Building** is not in any way damaged or jeopardized. The **Allottee** further undertakes, assures and guarantees that he/she would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face/façade of the said **New Building** or anywhere on the exterior of the said **New Building**, Block(s)/Cluster(s)/Building(s) 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** shall not store any hazardous or combustible goods in the **Apartment/Unit** or place any heavy material in the common passages or staircase of the said **New Building**. The **Allottee** shall also not remove any wall, including the outer and load bearing wall of the **Apartment/Unit**. The **Allottee** shall plan and distribute its electrical load in conformity with the electrical systems installed by the **Promoter/Developer** and thereafter the Association/Society of Allottees and/or Maintenance Agency appointed by Association/Society of Allottees. The **Allottee** shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

#### 17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The **Allottee** is entering into this Agreement for the allotment of an **Apartment/Unit** with the full knowledge of all laws, rules, regulations, notifications applicable to the said **New Building** in general and this said **New Building** in particular. That the **Allottee** hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said **Apartment/Unit**, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the **Apartment/Unit** at his/her own cost.

#### 18. ADDITIONAL CONSTRUCTIONS

The **Promoter/Developer** undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the said **New Building** after the building plan has been approved by the competent authority(ies) except for as provided in the Act/ Subject to any changes made by the **Promoter/Developer** in accordance with the **Clause I, Sub-Clause (xiv) & (xv)** of this Agreement. It is to mention herein that the **Promoter/Developer** may make any such minor additions or alterations as may be required by the **Allottee**, and/or such minor changes or alterations after obtaining the written consent of the **Allottee** as per the provisions of the Act as per the provisions of the Act.

#### 19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the **Promoter/Developer** executes this Agreement they shall not mortgage or create a charge on the **Apartment/Unit** 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/Unit**.

#### 20. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE)

The **Promoter/Developer** has assured the **Allottees** that the said **New Building** in its entirety is in accordance with the provisions of The Assam Apartments (Construction and Transfer of Ownership) Act, 2006. The **Promoter/Developer** showing compliance of various laws/regulations as applicable in the District of Kamrup (Metro) of the State of Assam.

#### 21. BINDING EFFECT

Forwarding this Agreement to the **Allottee** by the **Promoter/Developer** does not create a binding obligation on the part of the **Promoter/Developer** 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** and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the **Promoter/Developer**. If the **Allottee(s)** fails to execute and deliver to the **Promoter/Developer** this Agreement within 30 (thirty) days from the date of its receipt by the **Allottee** and/or appear before the Sub-Registrar for its registration as and when intimated by the **Promoter/Developer**, then the **Promoter/Developer** shall serve a notice to the **Allottee** for rectifying the default, which if not rectified within 30 (thirty) 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.

#### 22. 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/plot/building, as the case may be.

#### 23. RIGHT TO AMEND

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

#### 24. PROVISIONS OF THE AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the parties hereto that all provisions contained herein and the obligations arising hereunder in respect of the said **New Building** shall equally be applicable to and enforceable against any subsequent **Allottees** of the **Apartment/Unit**, in case of a transfer, as the said obligations go along with the **Apartment/Unit** for all intents and purposes.



## 25. WAIVER NOT A LIMITATION TO ENFORCE

25.1 The **Promoter/Developer** may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the **Allottee** in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the **Allottee** that exercise of discretion by the **Promoter/Developer** in the case of one **Allottee** shall not be construed to be a precedent and/or binding on the **Promoter/Developer** to exercise such discretion in the case of other **Allottees**.

25.2 Failure on the part of the **Promoter/Developer** 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.

## 26. 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.

## 27. 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 the said **New Building**, the same shall be the proportion which the carpet area of the **Apartment/Unit** bears to the total carpet area of all the **Apartment/Unit** in the said **New Building**.

## 28. 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.

## 29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the **Promoter/Developer** through its authorized signatory at the **Promoter/ Developer 's Office**, or at some other place, which may be mutually agreed between the **Promoter/Developer** and the **Allottee**, in Guwahati after the Agreement is duly executed by the **Allottee** and the **Promoter/Developer** or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at GUWAHATI.

PRIYASHI AASHI DEVELOPERS PVT. LTD.

*Sandeep Agarwal*

Director



### 30. NOTICES

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

\_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_

#### **M/S PRIYASHI AASHI DEVELOPERS PVT. LTD.**

Ground Floor, Aashi Anupama Heights,  
Office No.GA, B.R.P. Road & T.R.P. Road,  
Post Office- Bharalumukh, P.S. Bharalumukh,  
Guwahati-781009, District - Kamrup (Metro), Assam  
[priyashiaashi@gmail.com](mailto:priyashiaashi@gmail.com)

It shall be duty of the **Allottee** and the **Promoter/Developer** to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post/Email ID failing which all communications and letters posted at the above address shall be deemed to have been received by the **Promoter/Developer** or the **Allottee**, as the case may be.

### 31. JOINT ALLOTTEES

That in case there are Joint **Allottees** all communications shall be sent by the **Promoter/Developer** 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**.

### 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 laws of India for the time being in force.

### 33. DISPUTE RESOLUTION

All or any disputes arising out of 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.

### 29. ELECTRICITY LOAD FOR APARTMENT/UNIT

- (i) The **Allottee** shall apply with APDCL/LAEDCL for individual electric connection to the **Apartment/Unit** through **Promoter/Developer**. It is made clear that individual electric load connection as indicated above, will be obtained as follows:

|                              |   |                 |
|------------------------------|---|-----------------|
| For 3 BHK Units / Apartments | - | 12/15 Kilowatts |
| For 4 BHK Units / Apartments | - | 18 kilowatts    |

### FIRST SCHEDULE LANDED PROPERTIES

(LAND OF **SRI KISHORE KUMAR AGARWAL, SMT. ASHA AGARWAL AND SRI SUBHAM AGARWAL**)

ALL THAT PIECE AND PARCEL of land measuring more or less **8 Bighas 1 Katha 0.58 Lechas**, out of which land measuring 3 Bigha 4 Katha 1.19 Lechas is covered by Dag No.386 (Old) / 748 (New) of K. P. Patta No.159 (Old) / 1228 (New), land measuring 1 Katha 12.87 Lechas is covered by Dag No.393 (Old) / 747 (New) of K. P. Patta No.241 (Old) / 1611 (New), land measuring 1 Katha 11.15 Lechas is covered by Dag No.394 (Old) / 749 (New) of K. P. Patta No.241 (Old) / 1612 (New), land measuring 1 Katha 2.04 Lechas is covered by Dag No.395 (Old) / 750 (New) of K. P. Patta No.241 (Old) / 1613 (New) and land measuring 3 Bigha 2 Katha 13.33 Lechas is covered by Dag No.385 (Old) / 809 (New) of K. P. Patta No.85 (Old) / 888 (New), all of Revenue Village - Betkuchi, Mouza - Beltola, situated at N.H. - 37, Opposite D. T. O. Office, Guwahati - 781018, District Kamrup (Metro), Assam, butted and bounded as follows: -

NORTH :  
SOUTH :  
EAST :  
WEST :

### SCHEDULE "A"

#### DESCRIPTION OF THE (UNIT/APARTMENT) AND THE PARKING ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

All that an **Apartment/Unit** In the project vide **Application No.** \_\_\_\_\_ **Dated-** \_\_\_\_\_ and has been allotted one number of **Apartment/Unit No.** \_\_\_\_\_, having **Carpet Area** of \_\_\_\_\_ **Square Feet** And **Balcony Area** of \_\_\_\_\_ **Square Feet**, on the \_\_\_\_\_ **Floor**, in the **Block Marked As:** \_\_\_\_\_, In the **Cluster Marked As:** \_\_\_\_\_, of the **Said Project, Namely "Aashi Ville"**, standing over the said **First Schedule Landed Properties**, along with \_\_\_\_\_ **Numbers Of Covered Car Parking Space** being **Covered Parking No.** \_\_\_\_\_, in the **Basement/Ground Floor** of the **Block Marked As:** \_\_\_\_\_, in the **Cluster Marked As:** \_\_\_\_\_, of the **Said Project, Namely "Aashi Ville"**, togetherwith undivided, proportionate, impartible, right title and interest of undivided, impartible proportionate share in the land measuring \_\_\_\_\_ **Lechas**, within the said **First Schedule Landed Properties**, together with right to use Common Area and Facilities / Amenities Attached Therewith.

### SCHEDULE "B"

Floor plan of **Schedule "A" Apartment/Unit** attached to this agreement.

### SCHEDULE "C"

#### **PAYMENT PLAN**

|     |                                               |   |     |
|-----|-----------------------------------------------|---|-----|
| (a) | On Booking/On Agreement                       | : | 20% |
| (b) | On Completion of Foundation Works             | : | 10% |
| (c) | On Completion of Casting of Basement Slab     | : | 06% |
| (d) | On Completion of Casting of Ground Floor Slab | : | 04% |
| (e) | On Completion of Casting of Second Floor Slab | : | 05% |

231  
301

|     |                                                               |   |     |
|-----|---------------------------------------------------------------|---|-----|
| (f) | On Completion of Casting of Fourth Floor Slab                 | : | 05% |
| (g) | On Completion of Casting of Sixth Floor Slab                  | : | 05% |
| (h) | On Completion of Casting of Eighth Floor Slab                 | : | 05% |
| (i) | On Completion of Casting of Tenth Floor Slab                  | : | 05% |
| (j) | On Completion of Casting of Twelfth Floor Slab                | : | 05% |
| (j) | On Completion of Casting of Fourteenth Floor Slab             | : | 05% |
| (h) | On Completion of Casting of Sixteenth Floor Slab              | : | 05% |
| (u) | On Completion of Brick Work                                   | : | 05% |
| (v) | On Completion of Inside and Outside Plaster Works             | : | 05% |
| (w) | On Completion of Electrification, Sanitation & Flooring Works | : | 05% |
| (x) | On Possession/Sale Deed                                       | : | 05% |

Total : 100%

Payment of installment, and other incidental charges already due at the time of booking against the **Apartment/Unit** shall be payable accordingly.

#### **SCHEDULE "D"**

##### **ABOVE REFERRED TO COMMON AREAS (PART & PORTIONS)**

List of common areas & facilities for use of **Apartment/Unit, Allottee** within the said **New Building**, in the manner as comprehensively hereunder defined and as detailed in **Section 2(n) of the Act**.

- a) The foundations, columns, beams, supports, passage, stairs, stairways, landings and entrance of the said **New Building**.
- b) Lift, Lift installation, Lift lobbies, Lift Machine room (if any), of the said **New Building**.
- c) Pump, Pump Room, Pump installation, etc., of the said **New Building**.
- d) Tube well and its installation of the said **New Building**.
- e) Lighting of common areas and firefighting equipment's of the said **New Building**.
- f) Drains and Sewers from the said **New Building** to the Municipal Duct/Drain.
- g) Overhead Water Tanks of the said **New Building**.
- h) Water Sewers and Drainage, Evacuation Pipes from the Said **Apartment/Unit** to the Drains and Sewers common to the said **New Building**.
- i) Toilets and Bathrooms in the Basement/Ground Floor of the said **New Building** for use of the durwans of the said **New Building** and/or servants.
- j) The durwans' quarter with electrical wiring, etc. (if any), in the said **New Building**.
- k) Boundary Walls of the said **New Building** including outside walls of the said **New Building** and Main Gates.
- l) Services/Maintenance Areas/Offices of the said **New Building**, if provided.
- m) Underground Water Reservoir Tank, etc., if any, in the said **New Building**.
- n) Children Play Area and Common Utility Area, if any, in the said **New Building**.
- o) Open area left out as per law in the said **New Building**.

#### **SCHEDULE "E"**

##### **ABOVE REFERRED TO SPECIFICATION OF THE SAID NEW BUILDING**

##### **Part – I of Schedule "E"**

##### **FOUNDATION & SUPER STRUCTURE – BUILDING STRUCTURE**

*Sandesh Dargu*

R.C.C. framed Structure designed for seismic forces standing on Raft on Pile Foundation provided to take care of gravity and Earthquake forces.

**EXTERNAL & INTERNAL WALLS**

External Wall of 115mm thick AAC Block Brick Work to finish with Emulsion Paint. All internal Walls of 115mm AAC Block Brick Work to finish with POP Punning.

**Part – II of Schedule “E”****FLOORING**

\* Master Bed Room/Drawing & Dining Area/other Bed Rooms

600 mm \* 600 mm Vitrified Tiles Flooring of well-known brands.

\* Toilets

300 mm \* 300 mm Vitrified Matt Finish Tiles in floors and exclusively designed 600 mm \* 300 mm Ceramic Wall Tiles dado up to door height of well-known brands.

\* Kitchen

Vitrified Tiles in floors and exclusively designed 600 mm \* 300 mm Ceramic Wall Tiles dado up to two (2) feet height well-known brands.

**BALCONIES**

600 mm \* 600 mm Vitrified Tiles with drainage system and exterior emulsion paints.

**DOORS**

Hardwood Door frame with Timber Framed Flush Doors.

**WINDOWS**

Glazed Anodized Aluminum Windows.

**TOILETS**

\* Concealed piping system with anti-bacteria CPVC pipes of reputed brand for high hygienic standards for cold and hot water with provisions for geysers.

\* C.P. Fittings of reputed brands.

\* Porcelain sanitary wares of reputed brand.

**KITCHEN**

\* Granite cooking platform with stainless steel sink.

\* C.P. Fittings of reputed brands.

**ELECTRICALS**

\* Concealed electrical wiring with fire resistant wires of reputed brands.

\* Adequate points for lights, fans & other plugs in bedrooms, toilets, kitchens with modular switches of reputed brand.

\* Provisions for exhaust fans in toilets & kitchens.

\* Provisions for Geysers in toilets.

\* Provision for Washing Machine, Microwave Oven, Water Purifier, Refrigerator, Chimneys and other home appliances.

\* Telephone and T.V. points in all rooms.

\* Pre-laid Conduits in all rooms for drawing DTH cable from Rooftop for Tata Sky/Dish TV/Cable TV etc.

\* Provision for easy & safe installation of Split Air conditioners in all Bedrooms, Living and Dining Area with electrical point.

\* Per phase isolation with RCCB in all flats.

**BACKUP POWER**

Silent DG set of reputed brands for power backup in all common areas.

**ELEVATOR**

283  
303

Lift/Elevator of reputed brands.

### **WATER TREATMENT PLANT**

Dedicated mechanized bore well with 3 stages Iron Removal Filter, with auto chlorine dosing for 24 hours continuous & healthy water supply.

### **SECURITY FEATURES**

- \* Round the clock security.
- \* Adequate fire detection/fighting system strictly as per fire safety norms.
- \* A CCTV with recording system in all floor lobby, entrance lobby and main entrance gate.

**In Witness Whereof**, parties here in above named have set their respective hands and signed this Agreement for sale at **Guwahati** in the presence of attesting witness, signing as such on the day first above written.

### **SIGNED AND DELIVERED BY THE WITHIN NAMED**

#### **ALLOTTEE:**

(1) \_\_\_\_\_

PLEASE AFFIX  
PHOTOGRAPH AND SIGN  
ACROSS THE  
PHOTOGRAPH

At Guwahati on this day in the presence of:

### **SIGNED AND DELIVERED BY THE WITHIN NAMED**

#### **PROMOTER:**

(1) \_\_\_\_\_

(Authorized Signatory )

PLEASE AFFIX  
PHOTOGRAPH AND SIGN  
ACROSS THE  
PHOTOGRAPH

#### **WITNESSES:**

(1)Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

(2)Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Prepared & Drafted By:-

SRI SHAILENDRA SHARMA, ADVOCATE

**LEGAL FRIEND**

Chamber : G.M. Tower, 3rd Floor,  
M.S. Road, Fancy Bazar, Ghy-01, Assam

[shailen\\_76@rediffmail.com](mailto:shailen_76@rediffmail.com) (Email)

Ph. No. : 98640-70674 (M).