

SALE DEED

THIS DEED is made and executed at _____ on this ____ day of _____ 202__

BY AND BETWEEN

Ashiana Housing Ltd. (CIN No. **U70109WB1986PLC040864**) a company incorporated under the Companies Act,1956 and having its Registered office at 5F Everest, 46/C, Chowringhee Road, Kolkata-700071 and Local office at Ashiana Trade Centre, Jamshedpur, Jharkhand. (PAN AADCA9093P) through its Authorized Representative Mr. _____ duly authorized *vide* Board Resolution dated_____(Copy enclosed as **Annexure I**) [hereinafter referred to as the “**Promoter**”, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrator(s), executor(s)& permitted assignee(s) including those of the respective partners] of the **ONE PART**

AND

Shri Sanjay Shah (PAN _____) son of Late Prabhudas Harilal Shah, having its address at Road No.2, Contractor's Area, Bistupur, Beside Udani Jain Bhawan, P.S. - Bistupur , Jamshedpur, District East, Singhbhum, Jharkhand- 8310001, represented through his POA holder M/s Ashiana Housing Limited through its authorised representative _____ duly authorised *vide* Resolution dated _____ passed by the Directors of the Company (Copy enclosed as Annexure IA) hereinafter referred to as “**Owner No. 1**” (which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include his heirs, executors, administrators, successors-in-interest and legal assignees);

AND

For **ASHIANA HOUSING LTD.**


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Shri Jayesh Shah (PAN _____) son of Late Prabhudas Harilal Shah, having its address at Road No.2, Contractor's Area, Bistupur, Beside Udani Jain Bhawan, P.S. - Bistupur , Jamshedpur, District East, Singhbhum, Jharkhand- 8310001, represented through his POA holder M/s Ashiana Housing Limited through its authorised representative _____ duly authorised vide Resolution dated _____ passed by the Directors of the Company (Copy enclosed as Annexure IA) hereinafter referred to as “**Owner No. 2**” (which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include his heirs, executors, administrators, successors-in-interest and legal assignees)

AND

Shri Santosh Kumar Singh (PAN _____) son of Shri Jai Prakash Singh, having its address at 74, Road No. 11, Hill View Colony, Dimna, Mango, Jamshedpur, Kopali, Seraikella - Kharsawan, MGM Medical College, Jharkhand- 8310001, represented through his POA holder M/s Ashiana Housing Limited through its authorised representative _____ duly authorised vide Resolution dated _____ passed by the Directors of the Company (Copy enclosed as Annexure IA) hereinafter referred to as “**Owner No. 3**” (which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include his heirs, executors, administrators, successors-in-interest and legal assignees)

AND

Shri Sudhir Kumar Singh (PAN _____) son of Shri Jai Prakash Singh, having its address at 74, Road No. 11, Hill View Colony, Dimna, Mango, Jamshedpur, Kopali, Seraikella - Kharsawan, MGM Medical College, Jharkhand- 8310001, represented through his POA holder M/s Ashiana Housing Limited through its authorised representative _____ duly authorised vide Resolution dated _____ passed by the Directors of the Company (Copy enclosed as Annexure IA) hereinafter referred to as “**Owner No. 4**” (which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include his heirs, executors, administrators, successors-in-interest and legal assignees)

Owner No. 1 to 4 shall collectively be referred to as “**Land Owners**” of the **SECOND PART**

AND

Mr./Ms./Mrs. _____ **xxxxx** _____, son/daughter/wife of Mr. _____ **xxxxx** _____, R/o _____ **xxxxx** _____ (Aadhaar No. _____ **xxxxx** _____) _____ **xxxxx** _____ (PAN _____ **xxxxx** _____) jointly with **Mr./Ms./Mrs.** _____ **xxxxx** _____, son/daughter/wife of **Mr.** _____ **xxx** _____, R/o _____ **xxxxxx** _____ (PAN _____ **xxxxx** _____); hereinafter singly/jointly referred to as the Buyer(s), which expression shall unless

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repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrator(s), executor(s) & permitted assignees) of the **OTHER PART**.

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

INTERPRETATIONS/DEFINITIONS

I. In this Sale Deed the following expressions unless repugnant to the context thereof shall have the meaning assigned thereto-

- a) **“ACT”** means Real Estate (Regulation & Development) Act, 2016.
- b) **“APPLICABLE LAWS”** shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Jharkhand including Jharkhand Municipal Act, 2011, Real Estate (Regulation & Development) Act, 2016, Jharkhand Real Estate (Regulation and Development) Rules, 2017, Jharkhand Building Bye – Laws, 2017 and any other law which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Jharkhand, as may be in force and effect during the subsistence of this Sale Deed and applicable to the development / construction / sale of the Whole Project.
- c) **“APARTMENT”** shall mean a space in the Whole Project intended and/or capable of being independently and exclusively occupied, having an entry and exit and includes a flat and all such units or spaces intended to be used for any residential or commercial use such as office, shop, convenient shopping in any part of the Whole Project.
- d) **“BUYER(s)”** means and includes:
 - i) If the Buyer(s) is an individual then his/her legal successor(s), executor(s), administrator(s), legal representative(s), and permitted assignee(s);
 - ii) If the Buyer(s) is a Hindu Undivided Family, then its karta and each of the member constituting HUF, their Heirs, executors, successors, administrators and permitted assignees;
 - iii) In case the Buyer(s) is a Partnership Firm, then its partners for the time being, their respective legal successor(s), executor(s), administrator(s), legal representative(s) and permitted assignee(s) including those of the respective partners; and

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- iv) In case the Buyer(s) is a limited company, then its legal successor(s), representative(s) and permitted assignee(s);
- e) **“BUILDING”** shall mean the building No./Tower No. _____ in the Whole Project where the Buyer(s) has been allotted his “Unit”.
- f) **“BUILDING PLANS”** shall mean the plans and designs of buildings constructed or to be constructed on the Project Land (as defined herein-below), which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Promoter and/or Architect(s) in accordance with Applicable Laws.
- g) **BUILT UP AREA** means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, all balconies, whether covered or un-covered and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area.
- h) **“CARPET AREA”** means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment. **Explanation:** For the purpose of this clause, the expression **"exclusive balcony or verandah area"** means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Buyer(s); and **"exclusive open terrace area"** means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Buyer(s).
- i) **COMMON AREAS AND FACILITIES OF THE WHOLE PROJECT** means Project Land and such common areas, facilities, equipments and spaces in the Whole Project meant for common use of and enjoyment of all the occupants of the Whole Project (as defined herein-below) and more particularly detailed in **Part I of Schedule- D** attached hereto.
- j) **LIMITED COMMON AREAS AND FACILITIES OF THE WHOLE PROJECT** means those common areas and facilities which are designated in writing by the Promoter before the allotment, sale or transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartments.

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- k) **OWNERS ASSOCIATION**” shall mean “Ashiana Amaya Owners ‘Association”, an association formed/to be formed by the owners of the units/Apartments in the Whole Project as per Clause (e) of Sub- Section (4) of Section 11 of the Act.
- l) **“PROJECT LAND”** shall mean land admeasuring **15620.87 sqm** under Khata No. 102, Plot Nos. 138, 127 and 128 Mouza Ruguri, on which the Whole Project is being developed and more fully described in **Schedule A**.
- m) **“PARA”** means Para of this Sale Deed.
- n) **“REGULATION”** means regulations made under the Act;
- o) **“RULES”** mean the Jharkhand Real Estate (Regulation and Development) Rules, 2017;
- p) **“SCHEDULE”** means the Schedule attached to this Sale Deed;
- q) **“SECTION”** means the section of the **Act**.
- r) **“SUPER AREA”** means the area at which Units / flats were sold before coming into force of RERA and more particularly described in **Note (i) of Schedule B** annexed herewith.
- s) **“WHOLE PROJECT”** shall mean the residential project comprising of flats, parking facility, club house, other amenities and facilities etc. constructed upon the Project Land and named as **“Ashiana Amaya”**.
- t) **“HE OR HIS”** shall also mean either she or her in case the Buyer is a female or it or it’s in case the Buyer is a partnership firm or a limited company.

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

WHEREAS THE PROMOTER DECLARES THAT:

- A.** The Land Owners are the owners and in possession of land measuring 15620.87 sqm under various plot numbers situated at Mouza Rugri, recorded under Halka No. II, P.S. Chandil, Dist. Seraikella-Kharsawan, Jamshedpur, in the State of Jharkhand purchased vide various sale deeds and (hereinafter

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referred to as the **Project Land**) which have been more particularly detailed in **Schedule A** attached hereto.

- B.** Accordingly, the Land Owners became the absolute and lawful owner of Project Land and has legal title to the Project Land with legally valid documents. Further, the Land Owners are in the lawful possession of the Project Land and the Project Land is free from all encumbrances.
- C.** The Land Owners being the absolute owner of the Project Land entered into a development agreement dated 05.07.2024 with the Promoter for development of Project Land, which has been duly registered on 05.07.2024 in the office of Sub-Registrar Seraikela in Book 1, Document No. 2024/SAR/2149/BK1/2084, Page No. 241 to 460, Volume No. 427 (hereinafter referred to as "Development Agreement", whereby the Land Owners authorized the Promoter to develop the Whole Project i.e. "**Ashiana Amaya**" upon the Project Land on the terms and conditions as enumerated in the Development Agreement.
- D.** The Project Land is earmarked for the purpose of developing a group housing project comprising of flats parking facilities, departmental store, club etc. after getting necessary permissions/approvals from concerned competent authorities and the Whole Project shall be known as **Ashiana Amaya**. The Project Land is fully described in **Schedule A**.
- E.** Promoter is in the process of constructing and developing Whole Project named as "**Ashiana Amaya**" on Project Land as described in **Schedule A**. "Ashiana Amaya" is free from all encumbrances and is earmarked for the purpose of development of a residential group housing project.
- F.** The Land Owners and Promoter are fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Land Owners regarding the Project Land on which the Whole Project, is to be constructed have been completed.

The Promoter has obtained the Building Plan final layout approvals for the Whole Project from the Saraikela Kharsawan Zila Parishad vide approval letter bearing SKZP/GH/0058/2024.

- G.** dated 19.12.2024. The Promoter agrees and undertakes that it shall not make any changes to Approved Plan of the Whole Project except in compliance with Section 14 of the Act and other Applicable Laws.
- H.** The Promoter has obtained Occupancy certificate of the Whole Project from _____ vide _____.

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- I.** The Buyer(s) after carrying out thorough inspection of the title documents of the Project Land and approved Maps/ Plans in respect of the Whole Project, plans and specifications of the Apartment and Common Area and Facilities of the Whole Project to be developed therein and after being satisfied regarding the same, agreed to purchase Apartment from the Promoter (hereinafter referred to as the “Unit” hereunder described in **Schedule- B**) *vide* an Agreement to Sell dated _____.
- J.** The Promoter has completed construction of the Unit in accordance with the specifications and stipulations, contained in the agreement and the Buyer has inspected the Unit and upon being satisfied with the specifications, amenities and facilities has taken possession of the Unit.
- K.** The Buyer(s) acknowledges that the Promoter has readily provided all information/clarification required by him and the Promoter has not made any representation or promises except as specifically mentioned in this Deed.
- L.** The Promoter is/shall be entering into sale deed etc. in respect of the other Apartments in the Whole Project.
- M.** The Parties hereto are now desirous to enter into this Deed for transfer of the Unit in favour of Buyer(s) in accordance with the terms and conditions mentioned herein.
- N.** The Promoter has conceived and planned various common areas, amenities and facilities in the Whole Project as detailed in **Schedule D**.

NOW THIS DEED WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREE ON THE FOLLOWING TERMS AND CONDITIONS, NAMELY:

1. The Promoter hereby grants, conveys, transfers and assures to the Buyer(s) by way of sale all the rights in respect of the Apartment as described in the **Schedule- B** in the Whole Project and pro rata share in the Common Area and Facilities of the Whole Project (the layout plan of the said Apartment is annexed herewith as **Annexure- II** and is more particularly detailed in **Schedule-B** attached hereto and hereinafter referred to as “Unit”) for an agreed total price(hereinafter referred to as “**Total Price of Unit**”, as mentioned in **Schedule C**).
2. That the Buyer(s) has paid Total Price of Unit to the Promoter as described in **Schedule-C** attached hereto, the receipt of which the Promoter hereby acknowledges.

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3. The Promoter agrees and acknowledges that after registration of this Deed, the Buyer(s) shall have the right to the Unit as mentioned below:
- (i) The Buyer(s) shall have exclusive ownership of the Unit.
 - (ii) The Buyer(s) shall also have undivided proportionate ownership and share in the Common Areas and Facilities of the Whole Project. Since the share/ interest of Buyer(s) in the common areas of the Whole Project is indivisible and cannot be divided or separated, the Buyer(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them.
4. The Promoter has handed over the peaceful possession of the Unit to the Buyer(s) on this day and the Buyer(s) hereby acknowledges to have taken the actual peaceful possession of the Unit along with all the specifications agreed to be provided, to his satisfaction. The Buyer(s) shall be liable to pay maintenance charges, taxes & other liabilities as mentioned hereinafter expiry of 3(three) full calendar months from the date of completion certificate irrespective of whether the Buyer(s) took actual physical possession thereof or not.
5. That the Buyer(s) has entered into this Deed with the full knowledge and understanding of the nature of construction and the construction plan of the Promoter and the title documents, all Applicable Laws, notifications, bye-laws and rules applicable to this area, including terms and conditions of the undertaking given by the Promoter to concerned authorities and/or the Government of Jharkhand in this regard and to such other regulations as the Promoter may from time to time promulgate and the Buyer(s) has familiarized himself with all the aforesaid title documents, sale deeds, undertakings, conditions etc.
6. That save and except the ownership rights in respect of the said Unit and the right to use Common Areas and Facilities of the Whole Project, the Buyer(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Whole Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with applicable laws. Convenient shops, shops, dining hall, ATM space, kiosk etc. built in any part of the Whole Project shall be the exclusive property of the Promoter and he shall be free to deal with it.
7. Lawn Area or any other area exclusively earmarked for a particular Buyer by the Promoter shall form part of Limited Common Areas and Facilities for use and enjoyment of that Buyer to the exclusion of other Buyers.

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8. That the Whole Project shall always be known as “**Ashiana Amaya**” and the name of the Whole Project shall not be changed except with the consent of the Promoter.
9. The Buyer(s) shall be liable to pay from the date of expiry of 30 days of the date of offer letter or date of actual possession, whichever is earlier, house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Unit of the Buyer(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Buyer(s) in proportion to the Carpet Area and balcony of Unit to the Carpet Area and balcony of all of the Apartments in the Project.

11. MAINTENANCE OF THE WHOLE PROJECT:

- 11.1** That one of the factors for the Buyer(s) to buy unit in Whole Project is that the Promoter is known for appropriate standards of maintenance and management services in relation to its project through an independent agency Ashiana Maintenance Services, LLP (“Maintenance Agency”). Maintenance Agency has very rich and vast experience and expertise in the management and maintenance of large size high rise residential projects having all modern equipment’s, amenities and facilities such as club house, swimming pool, gym, STP, power back up system, reticulated pipe gas network, CCTV surveillance system or other modern security system, lifts, horticulture etc. The Buyer(s) is aware that due to qualitative and cost-effective maintenance of its projects, the Maintenance Agency is able to maintain the beauty and aesthetic look of its projects consistently which not only increases the life of its projects but gives appreciation to the value of the projects. Apart from qualitative maintenance of the project, Maintenance Agency organizes various sports, cultural and festive activities from time to time for the benefit and enjoyment of the residents which ultimately provides a good lifestyle to the residents. The Buyer(s) understands that other Buyers have also booked/bought units in its projects because of the above characteristics of Maintenance Agency Accordingly, the Maintenance Agency is being appointed to carry out the maintenance of the Whole Project at competitive prices until its appointment is recalled, and another maintenance agency is appointed after notice period of six months by the Owners Association through a majority resolution. It is made clear that Maintenance Agency is a separate legal entity which has been engaged specifically for the purposes set out herein above and shall continue to operate as a maintenance agency for the project till such time that the majority of the members of the Owners Association deems it fit. The role of Maintenance Agency is strictly confined to the extent set out in the maintenance agreement to be executed for the Whole Project and the Promoter is merely facilitating the process of maintaining the project through the said agency. It is made clear that the Promoter and Maintenance Agency have separate, independent and distinct roles in the project and neither shall be deemed to represent the other in the project. The nomenclatures ‘Management Agency’ and ‘Promoter’ have been consciously

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employed in this agreement to highlight the exclusivity and variance in the roles played by each party and at no point of time can the Promoter be held liable for the actions of the Management Agency and vice-versa. The Promoter has engaged the services of Management Agency for the maintenance and management of the Whole Project for the limited purposes of ensuring that the Allottees continue to enjoy the services for which they have booked a unit in the Whole Project. The Management Agency shall serve purely at the pleasure of the majority of the members of the Owners Association, which is at full liberty to recall the services of Management Agency through a majority resolution, if it so deems, without any reference to or concurrence with the Promoter.

- 11.2** The Promoter shall convey the Common Areas and Common Facilities of the Whole Project to the Owners Association in accordance with the Applicable Laws.
- 11.3** The promoter shall initiate the process of foundation of an association by the name "Ashiana Amaya Owners' Association", under Jharkhand Societies Act, 1860 for the Whole Project. Ashiana Amaya Owners' Association has a set of bye laws (hereafter referred to as "**Bye-Laws**") which shall govern the Owners Association and the members of the Owners Association i.e. the unit owners in the Whole Project. All the owners of units/apartments in the Whole Project shall become members of the Ashiana Amaya Owners' Association by payment of membership fees and shall abide by the Bye-Laws of the Ashiana Amaya Owners' Association. The Buyer(s) shall become member of the Ashiana Amaya Owners' Association by signing necessary forms/documents for the Unit and hereby undertakes to comply with the Bye-Laws in letter and spirit.
- 11.4** The Buyer(s) shall not raise any objection, if any changes or modifications are made in the draft Bye-Laws as may be required by the Registrar of societies or other competent authority as the occasion may demand. After the handover of Common Areas and Facilities of Whole Project to Owners Association as per the Act, it shall be the responsibility of the Owners Association, to run and maintain the Common Areas and Facilities of the Whole Project, and to determine from time to time the rate and amount of combined expenses and outgoings for the Common Areas and Facilities of the Whole Project recoverable proportionately from the Buyer(s) and from all other parties and the Buyer(s) agrees that he shall be liable to pay the said combined expenses and outgoings and other dues to the Owners Association, from time to time & regularly.
- 11.5** The Buyer(s) hereby agrees that his/her right to the use of Common Areas and Facilities of the Whole Project shall be subject to timely payment of total maintenance charges and performance by the Buyer(s) of all his/her obligations in respect of the terms and conditions specified under this Sale Deed as well as by the Owners Association from time to time.

For **ASHIANA HOUSING LTD.**


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

11.7The terms, conditions and covenants contained in the Sale Deed shall survive and continue to remain in force between the parties to the extent the same are not repugnant to the grant, terms and conditions herein contained.

14. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:

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

For ASHIANA HOUSING LTD.


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

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

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

For **ASHIANA HOUSING LTD.**


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For ASHIANA HOUSING LTD.

A handwritten signature in blue ink, appearing to read 'Deepak', written over a horizontal line.

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16. PROVISIONS OF THIS DEED APPLICABLE TO BUYER/ SUBSEQUENT BUYERS:

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

17. Disputes:

- a. All or any disputes arising out of or touching upon or in relation to the terms of this Sale Deed or its termination including the interpretation and validity thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions between the Parties, failing which the issues shall be settled in the manner as provided under the Act.

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

Signed and delivered by the within named Buyer(s) in the presence of witnesses on

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

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

PROMOTER
For and on behalf of M/s Ashiana Housing Ltd

For **ASHIANA HOUSING LTD.**

Authorised Signatory



Name
Signature
Designation

<u>WITNESSES</u>
1- Signature
Name
Address
2- Signature
Name
Address

For ASHIANA HOUSING LTD.

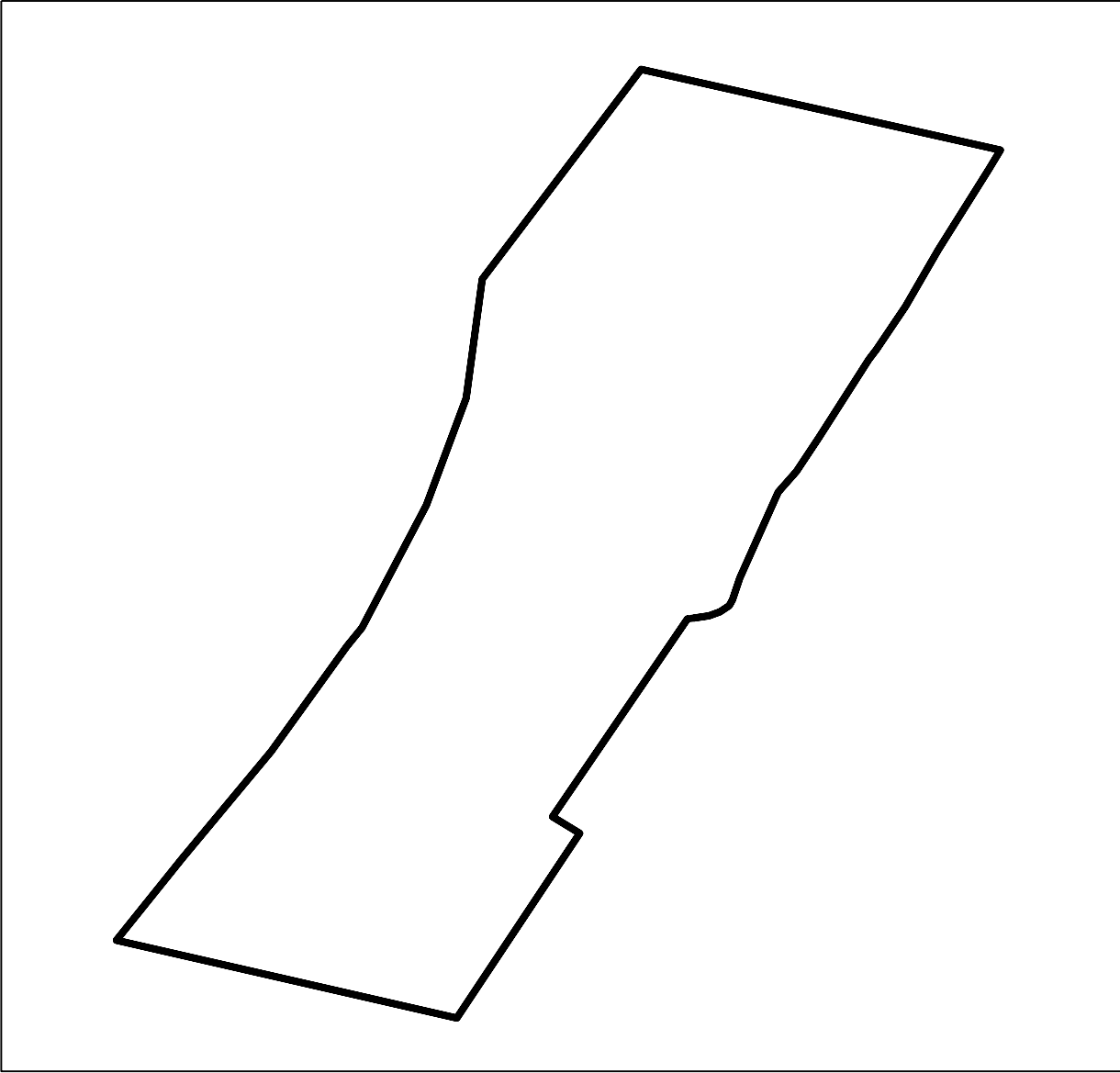
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PART-I of SCHEDULE-A

(Description of Project Land)

All that pieces and parcel of Land admeasuring 15620.87 sq. mtr. under Khata no. 102, Plot nos. 138, 127 and 128 situated at Mouza- Rugri, Halka No. II, P.S. Chandil, Thana No. 330, District- Seraikella-Kharsawan, Jamshedpur, Jharkhand forming the Project Land, on which the Whole Project is being developed and as shown in the map below-



For ASHIANA HOUSING LTD.

Handwritten signature of the authorized signatory.

Authorised Signatory



SCHEDULE-B

(Description of the Unit)

- a. Unit No. _____
- b. Floor: _____
- c. Type: _____
- d. Carpet Area: _____ sq. mt (_____ sq. ft.).
- e. Exclusive Balconies
 - i. Balcony one: _____ sq. mtr. (_____ sq. ft.)
 - ii. Balcony two: _____ sq. mtr. (_____ sq. ft.)
- f. Built- up Area: _____
- g. Super Area: _____
- h. Undivided Share in Land (Plinth of the building): _____ sq. mtr. (_____ sq. ft.)
- i. Bounded by:
 - North: _____
 - South: _____
 - East: _____
 - West: _____

For ASHIANA HOUSING LTD.



Authorised Signatory



For ASHIANA HOUSING LTD.

A handwritten signature in blue ink, appearing to read 'Deepak', written over a horizontal line.

Authorised Signatory



SCHEDULE- C

(Total Price of the Unit)

Received from the within named Buyer an aggregate sum of **Rs.** _____/-(Rupees
_____) towards the cost of the unit.

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SCHEDULE D

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

1. Project Land
2. Security System
3. STP and Sewer System
4. Water supply along with Under Ground Tank
5. Electrical Supply
6. Fire Fighting System
7. LPG Supply system
8. Storm Water Drainage System,
9. DG Sets,
10. Amphitheater
11. Mound
12. Pavilion
13. Lawn including Yoga Lawn
14. Kids Play Area
15. Pickleball Court
16. Totlot Area
17. Half Basketball Court
18. Club

For ASHIANA HOUSING LTD.



Authorised Signatory



For ASHIANA HOUSING LTD.

A handwritten signature in blue ink, appearing to read 'Deepak', written over a horizontal line.

Authorised Signatory

