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	<p>Space Index of ____ as proposed to be utilised by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilising the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.</p>	<p>expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the Ashford Regal- Phase 1- Wing A Project. The Promoters have disclosed the Floor Space Index of _____ square meters as proposed to be utilized by them on the Ashford Regal- Phase 1- Wing A Project and the Allottee/s has agreed to purchase the Unit based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoters only.</p>
37.	<p>Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] 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 instalment 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 as per Payment Plan in clause 2.5 in this agreement or by Payment Plan set out in Schedule.</p>	<p>6. If the Promoters fail to abide by the time schedule for completing the Ashford Regal- Phase 1- Wing A Project and handing over the Unit to the Allottee/s, the Promoters agree to pay to the Allottee/s, who does/do not withdraw from the Ashford Regal-Phase 1- Wing A-Project, interest as specified in the Rules, on all the amounts paid by the Allottees, for every month of delay, till the handing over of possession. The Allottee/s agree to pay to the Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoters.</p>
38.	<p>Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the instalments on the due dates, the Allottee/s shall be bound and liable</p>	<p>6. If the Promoters fail to abide by the time schedule for completing the Ashford Regal- Phase 1- Wing A Project and handing over the Unit to the Allottee/s, the Promoters agree to</p>



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	<p>to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum, with monthly rests, on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the allottee/s from time to time or on completion of the said project/apartment, and the allottee/s has/have agreed to pay the same as and when demanded before the possession of the said apartment.</p>	<p>pay to the Allottee/s, who does/do not withdraw from the Ashford Regal-Phase 1- Wing A-Project, interest as specified in the Rules, on all the amounts paid by the Allottees, for every month of delay, till the handing over of possession. The Allottee/s agree to pay to the Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoters. Without prejudice to the right of the Promoters to take action for breach arising out of delay in payment of the instalments on the due dates, the Allottee/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % (Two percent) per annum , with monthly rests, on all the amounts which become due and payable by the Allottee/s to the Promoters till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoters under this Agreement, nor shall it be construed as condonation of delay by the Promoters. The amount of interest may be informed to the Allottee/s from time to time or on completion of the Ashford Regal- Phase 1- Wing A-Project / Unit , and the Allottee/s has/have agreed to pay the same as and when demanded before the possession of the Unit.</p>
39.	Without prejudice to the right of promoter to charge interest in terms	7. Without prejudice to the right of the Promoters to charge interest in terms



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of sub no.5 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment reminders, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of 15 days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any administrative expenses of an amount of Rs/..... and/ or any other expenses incurred by the promoter for such unit as requested by the allottee or any other amount which may be payable to Promoter,) within a period of 30 days of the termination, the instalments of sale consideration of the Apartment

of clause ___ above , on the Allottee/s committing default in the payment on due date of any amount due and payable by the Allottee/s to the Promoters under this Agreement (including his/ her/their proportionate share of taxed levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of instalments, the Promoters shall at his own option, may terminate this Agreement Provided that, the Promoters shall give notice of fifteen days in writing to the Allottee/s, by Registered post AD at the address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, the Promoters shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoters) within a period of 30 days of the termination, the instalments of Sale Consideration of the Unit which may till then have been paid by the Allottee/s to the Promoters. The Promoters shall be entitled to retain an amount of Rs. _____(Rupees _____/) as liquidated damages and which amount shall stand forfeited which the Allottee/s



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	<p>which may till then have been paid by the Allottee to the Promoter and the Promoter herein shall be entitled to deal with the said apartment with any prospective buyer. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as waiver of Promoter absolute right to terminate this agreement.</p>	<p>agree, confirm and acknowledge, constitutes a reasonable genuine and agreed pre-estimate of damages that will be caused to the Promoters, and that the same shall be in the nature of liquidated damages and not penalty;</p>
40.		<p>8. SPECIFICATIONS AND AMENITIES</p> <p>The Fixtures and fittings with regard to flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoters in Ashford Regal- Phase 1-Wing A-Project and the Unit as are set out in ___ Schedule hereunder written</p>
41.	<p>The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. Subject to receipt of full consideration/total price and dues of the Promoter and taxes thereon are paid by the Allottee/s in respect of the said apartment, in terms of these presents, The Promoter, based on the approved plans and specifications, assures to hand over possession of the said Apartment on <u>DD/MM/YY</u>.</p> <p>Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the allottee and the promoter for giving possession of the Apartment on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration.</p>	<p>9. POSSESSION OF THE APARTMENT</p> <p>Subject to receipt of sale consideration and dues of the Promoters and taxes thereon are paid by the Allottee/s in respect of the Unit, in terms of these presents, the Promoters shall give possession of the Unit to the Allottee/s on or before ___ day of ___ 20__ . If the Promoters fails or neglects to give possession of the Unit to the Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee/s the amounts already received by them in respect to the Unit with interest at the same rate as may be mentioned in clause ___ hereinabove from the date</p>



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<p>Further, if the completion of building in which the Apartment is to be situated is delayed on account of -</p> <p>war, civil commotion, flood, drought, fire, cyclone, earthquake, act of god or any calamity by nature affecting the regular development of the real estate project ("Force Majeure").</p> <p>Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/building could not be carried by the promoter as per sanctioned plan due to specific stay or injunction orders relating to the said project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority.</p> <p>If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, 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 to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter</p>	<p>the Promoters received the sum till the date the amounts and interest therein is repaid. Notwithstanding anything to the contrary contained herein, the Allottee/s shall not be entitled to claim possession of the Unit until the occupation/completion certificate is received from the local authority and the Allottee/s has/have paid all dues payable under this Agreement in respect of the Unit to the Promoter/s and has paid the necessary maintenance amount/deposit, service tax, vat and other taxes payable under this Agreement of the Unit to the Promoter/s.</p> <p>Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Unit on the aforesaid date, if the completion of Ashford Regal- Phase 1- Wing A-Project in which the Unit is to be situated is delayed on account of</p> <p>war, civil commotion or act of God;</p> <p>any notice, order, rule, notification of the Government and/or other public or competent authority/court.</p>
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	<p>from the allotment within 30 days from that date. After any refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.</p>	
42.	<p>The Promoter, upon obtaining the occupancy certificate from the local/competent/planning authority shall offer in writing to the Allottee/s intimating that, the said apartment is ready for use and occupation. The Allottee/s herein shall inspect the said apartment in all respects to confirm that the same is in accordance with the terms and conditions of this agreement, complete the payment of consideration/total price and dues to the Promoter as per terms and conditions of this agreement and take the possession of the said apartment within 15 days from the date of written intimation issued by the Promoter to the Allottee herein. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottee/s, as the case may be.</p>	<p>10.1 The Promoters, upon obtaining the occupancy certificate, whether in part or full, from the competent authority and the payment made by the Allottee/s as per the Agreement, shall offer in writing the possession of the Apartment/shop to the Allottee/s in terms of this Agreement to be taken in 15 (fifteen) days from the date of issue of such notice and the Promoters shall give possession of the Unit to the Allottee/s. The Promoters agree and undertake to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on the part of the Promoters. The Allottee/s agree/s to pay the maintenance charges as determined by the Promoters or association of allottees, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee/s in writing within 7(seven) days of receiving the occupancy certificate of the Ashford Regal- Phase 1- Wing A-Project .</p>
43.	<p>It shall be expressly agreed that wherever it is the responsibility of the allottee to apply and get necessary services the same shall not be undertaken by the promoter and the allottee shall be solely responsible for the same.</p>	



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44.		10.2 The Allottee/s shall take possession of the Unit within 15 (fifteen) days of the written notice from the Promoters to the Allottee/s intimating that the Unit are ready for use and occupancy:
45.	Upon receiving a written intimation from the Promoter as per clause 11.3, the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails or commits delay in taking possession of said Apartment within the time provided in clause 11.3, such Allottee shall be liable for payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the said apartment and the Promoter shall not be liable for the maintenance, wear and tear of the said apartment.	10.3 Upon receiving a written intimation from the Promoters as per clause 10.1 above, the Allottee/s shall take possession of the Unit from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Unit to the Allottee/s. In case the Allottee/s fail/s to take possession within the time provided in Clause 10.1 hereinabove, such Allottee/s shall continue to be liable to pay maintenance charges/Property tax as applicable.
46.	If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.	11. If within a period of 5 (five) years from the date of handing over the Unit to the Allottee/s, the Allottee/s bring to the notice of the Promoters any structural defect in the Unit and/or the said Ashford Regal- Phase 1-Wing A-Project or any defects (if no alterations made by the Allottee/s) on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter 2 at its own cost and in case it is not possible to rectify such defects, then Promoter 2 alone shall be liable to pay compensation to the Allottee/s for such defect in the



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<p>Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/ wing and in specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.</p> <p>That it shall be the responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.</p> <p>Further where the manufacturer warranty as shown by the developer to the allottee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/ wing, and if the annual maintenance</p>	<p>manner as provided under the Act, subject to the limitation of liability of Promoter 2 as set out in clause number 18.27. It has been agreed by the Allottee/s that any damage or change done within the Unit sold or in the Ashford Regal- Phase 1- Wing A- Project done by him/ them or by any third person on and behalf of the Allottee/s then the Allottee/s expressly absolves the Promoters from any liability and further in such event, the Allottee/s shall deemed to have waived his/her/their right to enforce the defect liability against the Promoters.</p>
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<p>contracts are not done/renewed by the allottee/s the promoter shall not be responsible for any defects occurring due to the same.</p> <p>That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.</p> <p>That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the unit/ building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.</p> <p>It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this</p>	<p>18.1 To maintain the Unit at the Allottee/s own cost, in good and tenantable repair and condition, from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to Ashford Regal-Phase 1- Wing A-Project in which the Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Ashford Regal- Phase 1- Wing A-Project in which the Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.</p>
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	agreement.	
47.		12. The Allottee/s shall use the Unit or any part thereof or permit the same to be used only for purpose of residence. The Allottee/s shall use the garage or parking space only for purpose of keeping or parking vehicle.
48.		13. The Allottee/s along with other allottee/s of the Unit in the Project as well as said further buildings/structures to be constructed touching/adjoining or independent to the Ashford Regal-Phase 1- Wing A-Project shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration coming of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee/s, so as to enable the Promoters to register the common organization of Allottee/s. No objection shall be taken by the Allottee/s if any, changes or modification are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of co-operative Societies or the