OFFICE COPY

O P CHAINS GROUP

M/S ASHOK HOUSING

Registered Office: - 2/27, Seth Gali, Agra – 282003 (U.P.) Sales Gallery: - 165-A, Nehru Nagar, Agra – 282002 (U.P.) Branch Office: - 104 - Nehru Nagar, Agra – 282002 (U.P.)

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BUILDER BUYER AGREEMENT

THIS DEED OF BUILDE	R BUYER AGREEME	NT is hereby executed	d in two copies on this	day of
2018				

By and in Between:

M/s Ashok Housing, Agra (A partnership firm constituted and registered under the provisions of Indian Partnership Act, 1932 and its amendments) having its registered office at 2/27, Seth Gali, Agra through its authorized Partner Shri Shobhik Goyyal / Mohit Goyal son of Shri A. K. Goyal resident of 106, Nehru Nagar, Agra (herein after called the "FIRST PARTY", which expression, unless repugnant to the context, means and includes its successors in office and assigns) – Of the one part.

AND

Please affix your photograph here (Second Party)

Applicant Name	:
S/o,	:

Permanent Address :

Communication Address : Mobile No. :

FOR Ashok Housing	Signature of	Second Party	
(Authorized Partner)	()	

Email Id	
Lillali Iu	•

(here-in-after called the "SECOND PARTY", which term will and shall includes himself / herself and his / her heirs, successors in interest, legal representative, assigns, as the case may be)..

WITNESSETH AS UNDER:

- A. The **FIRST PARTY** is the absolute and lawful owner of the Plot in "Luxe Paradiise" more particularly detailed in Schedule 'A' of this Deed totally admeasuring 7382.93 square meters situated at Taj Nagari Phase II, Fatehabad Road, Tehsil and Dist.- Agra vide sale deed(s) dated 03.11.2011. registered as document no. Bahi No. -1, Jild No. 4151, Page No 265 to 1196 at the office of the Sub-Registrar.
- B. The said land is earmarked for the purpose of building a residential project comprising residential multistoried apartment buildings and the said project shall be known as "LUXE PARADIISE".
- C. The **FIRST PARTY** is fully competent to enter into this Agreement and the all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed.
- D. The Agra Development Authority has granted the commencement certificate to develop the Project vide approval dated 09.09.2015 bearing no 1115/ 引. 汉中. 引 111-12
- E. The **FIRST PARTY** has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Agra on 11.08.2017 Under registration number UPRERAPRJ9591.
- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- H. The Parties hereby confirm that they are signing of this Agreement with full knowledge of all the Laws, rules, regulations, notifications, etc, as applicable in the Project.
- I. 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 on the terms and conditions appearing hereinafter.
- J. In Accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the FIRST PARTY agrees to sell and the SECOND PARTY hereby agrees to purchase the Apartment as specified in Para F.

NOW in pursuance of offer and written request made by the **SECOND PARTY** and subject to the conditions, rules prescribed by the **FIRST PARTY** and **ADA**, the **FIRST PARTY** agrees to construct and sell the Residential Flat No. Floor situated at "**Luxe Paradiise**" more particularly detailed

FOR Ashok Housing	Signature of Second Par	ty
(Authorized Partner)	()

in schedule 'A' of this Deed to the SE	COND PA	ARTY	for the	total con	sideratio	on of Rs.	/-
(•••••) as f	fixed by	the FI	RST PAI	RTY which is
detailed as below:-							
BASIC UNDERSTANDING PRICE (Her	einafter co	alled th	e BUP)			₹	
GST ON BASIC BALANCE AS APPLI	CABLE ©	@ 12%				₹	
LESS: - DISCOUNT ON GST BY BUI	LDERS @	9 6%					
AGREEMENT CHARGES						₹	1,100
GST @ 18% ON AGREEMENT CHAR	RGES					₹	
ACTUAL VAT PAYMENT BASIS (DI	RECTLY	OR IN	DIREC	ΓLY)		₹	
TOTAL COST (EXCLUDING OF VA	T)					₹	
AND WHEREAS the FIRST	PARTY	hereby	agrees	to trans	sfer afte	r the com	pletion of the
construction of the residential unit/flat	, subject	to term	s and c	onditions	s of the	FIRST P	ARTY in this
regard, the above mentioned Resident	ial Flat N	lo	Floor		. situate	d at "Lu	xe Paradiise"
detailed and described in Schedule 'A'	by way of	f sale a	nd will o	convey in	nto the '	SECOND	PARTY' and
deliver the possession to the SECOND I	PARTY to	o have a	and to he	old it abs	olutely a	and foreve	r and enjoy the
same without interruption from the FIR	ST PAR	TY or a	any pers	on or pe	rsons cla	aiming un	der it, together
will all rights, interest, which the FIRS	T PART	Y has,	hitherto,	enjoyed	in its re	espect sub	ject to making
the balance payment by Account payer	cheques/	/deman	d drafts	/N.E.F.T	/R.T.G.S	S payable	to the FIRST
PARTY as per the payment schedule	attached	herew	ith as S	Schedule	'C'. T	he specifi	cations of the
purposed construction are attached here	with as S	chedul	e 'D'. T	he Term	s & Cor	nditions of	f allotment are
attached herewith as Schedule 'B'.							
AND WHEREAS the SECON	D PARTY	Y agree	s and sh	all be lia	able to p	ay all type	e(s) of taxes of
Central Government, State Government	and Local	1 Autho	rities be	fore the	executio	on of the s	ale deed of the
flat/unit.							
	SCHE	DULE	- 'A'				
Details of Residential Unit/flat No	("Lu	xe Para	adiise" s	situated a	t Plot N	o. GH-4, S	Sector B-2, Taj
Nagri, Phase II, Agra, Proportionate indi	visible un	divided	l share in	n the afor	resaid la	nd of the p	project.
Permanent Account Number (PAN) of F	irst Party						
A A R F A	7	5	8	1	R		
PAN of Second Party				•			
	<u> </u>					1	

Signature of Second Party

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FOR Ashok Housing

(Authorized Partner)

CHEDULE 'B'

TERMS & CONDITIONS FOR ALLOTMENT OF RESIDENTIAL UNIT/FLAT

A. BOOKING & ALLOTMENT

- 1. For allotment of a Residential unit/flat, the applicant has to submit his/her/its application on the prescribed form indicating the location & type of Unit/flat required. The application is to be accompanied with the Booking Amount, as per the Payment plan by account payee Cheque/RTGS/NEFT/IMPS or Demand Draft favouring "ASHOK HOUSING" payable at Agra. All deposits to be made through proper receipts duly issued by the FIRST PARTY.
- 2. The final allotment is entirely on the sole discretion of **ASHOK HOUSING** (the **FIRST PARTY**) and the **FIRST PARTY** has the right to accept or reject an application without assigning any reason thereof.
- 3. In case the application is made by Corporate Body, Firm, and Trust etc or through an Attorney holder, the same should be accompanied with the certified copy of the Memorandum and Articles of Association, lastest Partnership Deed, Trust Deed, Resolution, Authority or Power of Attorney, Bye-laws, as the case may be.
- 4. In case any application made for more than one unit/flat, all multiple units/flats shall be treated as individual in the case of payment of installments and related terms and conditions. However the First Party will have right to keep allotment; cancel any unit/flat according to the terms and conditions of this allotment.

B. PAYMENT

- 5. In addition to the BUP, the Second Party shall also pay the Preferential Location Charges (if applicable). Maintenance, Security, all type(s) of taxes, etc.etc. as per the Payment Plan. Stamp Duties, Registration Fees, documentation charges of agreement, other contracts, conveyance deed etc shall be exclusively borne by the **SECOND PART** only and specifically.
- 6. The timely payment of installments as indicated in the Payment Plan and as described in Schedule 'B', is the essence of the Scheme. In case of delay in payment interest will be charged @ 15% per annum and default in payment of any installment within 7 days of delay, an additional interest @ 3.50% per annum will also be charged on the due amount from the date of due installment. However, if the same remains in arrears for more than two consecutive installments as per the Payment Plan, the allotment will automatically stand cancelled without any further information to the Second Party and the Second Party will have no right on the Unit/flat. In such case, the amount deposited up to 10% of the BUP of the Unit/flat, constituting the Earnest Money will stand forfeited and the balance paid amount, if any, will be refunded without any interest. However, in exceptional and genuine circumstances the FIRST PARTY may, at its sole

FOR Ashok Housing	Signature of Second Party
(Authorized Partner)	(

- discretion, condone the delay in payment exceeding two installments by charging interest @ 18.50% per annum and restore the allotment SUBJECT to that so cancelled **Unit/flat** has not been allotted to someone else. In such a situation, an alternate **Unit/flat**, if any available, may be offered in lieu of the same.
- 7. In case the applicant, at any time, desire for cancellation of the allotment, it may be agreed to, at the sole discretion of the FIRST PARTY. Though, in such case 10% of the BUP of the Unit/flat constituting the Earnest Money, will be forfeited and the balance, if any, remains will be refunded without any interest to the applicant.
- 8. In case the Second Party wants to avail of a Loan Facility from his Employer or Financial institutions / Banks to facilitate the purchase of the **Unit/flat** applied for, the **FIRST PARTY** shall facilitate the process subject to the following:
 - (a) The terms of the financial agency shall exclusively be binding and applicable upon the Second Party only.
 - (b) The responsibility of getting the Loan sanctioned and disbursed as per the **FIRST PARTY**'s Payment Plan will rest exclusively on the Second Party. In the event of the loan not being sanctioned or the disbursement getting delayed the payment to the **FIRST PARTY**, as per Payment Plan, shall be ensured by the Second Party, failing which, the Second Party shall be governed by the provisions contained in Clause 6 as above.

C. CONSTRUCTION / COMPLETION OF UNIT/FLAT

- 9. The specifications for the unit/flat are shown in the Brochure as well as are described in Schedule 'D' of this agreement. Any additional/better specifications for individual Unit/flat request for, by the Second Party well in time may be provided, if technically feasible, which will be charged extra amount as demanded by the FIRST PARTY. Additional costs/charges of better specifications shall be paid by the Second Party to the FIRST PARTY before beginning of such work. Costs/charges of the better specification will be calculated and finalized by the FIRST PARTY.
- 10. The FIRST PARTY may on its own provide additional/better specifications and or facilities other than those mentioned in the Specification sheet or Sale Brochure due to technical reasons or due to popular demand or for reasons of overall betterment of the complex individual Unit/flat. The proportionate and/or individual cost of such changes will be borne by the Second Party.
- 11. The completion of the **Unit/flat** will be done as per the completion Schedule, subject to receiving the entire price and other payments as per the terms of allotment. However, if the Second Party opts to pay in advance of Payment Plan, a suitable discount may be allowed but the completion schedule shall remain unaffected.

FOR Ashok Housing	Signature of Second Party
(Authorized Partner)	(

- 12. The Drawings shown in the Brochure are subject to changes by the Architect of the **FIRST PARTY** before or during the course/process of construction, without any objection or claim from the Second Party. Within the agreed consideration cost, the **FIRST PARTY** shall complete all the civil, plumbing, sanitary work, painting and internal electrification (excluding bulbs, tubes, fans, etc.). The **Unit/flat** shall in particular comprise of specifications as mentioned in the Brochure.
 - Expenditure on the provision of common Satellite TV system including cabling, piped gas system or any other common facility provided by the **FIRST PARTY** shall be proportionately borne by the **Second Party**.
 - If common generator lines or any other power back-up system is provided within the Residential Unit/flats, the same shall be charged extra at a rate intimated by the FIRST PARTY. The running costs of the power back-up systems to the unit/flats shall be proportionately borne by the Second Party over and above the general maintenance charges.

D. MAINTENANCE

- 13. The maintenance, upkeep, repairs security, landscaping and other common services etc of the project shall be managed by the **FIRST PARTY** or its appointed maintenance agency/body. The applicant(s) Second Party(s) of the **unit/flat** shall pay when demanded, the maintenance charges including interest free maintenance security deposit (IFMS). Monthly Maintenance Charges (MMC) for maintaining and up keeping the said project and the various services there as may be determined by the **FIRST PARTY** or the appointed maintenance agency/body or any other body appointed by the **FIRST PARTY** for this purposes. Any delay in the payment will render the applicant(s) liable to pay interest @ 24% per annum. Non payment of any charges in the time specified shall also disentitle the applicant(s) Second Party(s) which may even lead to cancellation of ownership of the Second Party(s) over the **unit/flat** allotted to him/her/it.
- 14. Referring to clause 13, Interest Free Maintenance Security (IFMS) is the amount charged by the FIRST PARTY / or its appointed maintenance agency/body as contingent fund so as to safeguard any sort of unseen/unpredicted expenses for the maintenance/repairs of the complex. The accumulated fund will act as suspense account for the maintenance of the complex.
- 15. Referring to clause 13 Monthly Maintenance Charges (MMC) will be charged by the FIRST PARTY/or it's appointed maintenance agency/body on monthly basis in advance of each month to keep non stop maintenance. These charges refer to recurring payments of the said project LUXE PARADIISE.
- 16. The **FIRST PARTY** or its appointed maintenance agency/body shall be entitled to charge all such maintenance charges as referred in clause 13 from the Second Party(s) who have not taken the

FOR Ashok Housing	Signature of Second Party
(Authorized Partner)	(

- possession of the **unit/flat** allotted to them after completion of the project/unit/flat and the certificate of possession has been ready to issue to them by the **FIRST PARTY**.
- 17. The In house Maintenance Services plumber on call, Electrician on call are the services for repairs and maintenance of common areas but whereas any Second Party(s) avails this service privately in his/her unit/flat, then it shall be treated as private service charge(s) extra. No outsider plumber or electrician can touch any service line without written permission of the FIRST PARTY or its appointed maintenance agency/body.

E. TERMS OF ADA (AGRA DEVELOPMENT AUTHORITY)

- 18. All taxes or charges, fresh or revised, present or future, on land or building levied by ADA, from the date of booking shall be borne and paid by the Second Party to the **FIRST PARTY.**
- 19. The FIRST PARTY shall be responsible for providing internal developments within the complex which include laying of roads, water lines, sever lines, electric lines and horticulture. However, external services like water supply network, sewer, rain water harvesting system/network, drains. Roads, electricity outside the complex to be connected to the internal services are to be provided by ADA/Related Government Authority.

F. PROFESSIONAL CHARGES / LEGAL CHARGES

- 20. The Sale Deed of the Unit/flat shall be executed in favour of the Second Party by the FIRST PARTY after the entire payment and dues in respect of the allotment are cleared by the Second Party.
- 21. All charges, expenses, Stamp Duty, Registration fees, Katib fees, etc.etc. towards Sale Deed, including documentation will be borne by the **Second Party**. If the **FIRST PARTY** incurs any expenditure towards the Registration of the **unit/flat**, same will be reimbursed by the **Second Party** to the **FIRST PARTY**.

G. POSSESSION

- 22. The physical possession of the **Unit/flat** will be given within a period of 43 months from the date of launching plus two months of grace period of the project. However, in the event of delay of the project, the **FIRST PARTY** shall be liable to pay penal charges in case of delay completion of remaining work of flat, as agreed upon.
- 23. The Second Party shall get exclusive possession and title of the proportionate indivisible share of the land and or the built up area of his **Unit/flat** through a Sale Deed. The Second Party shall have no right, interest or title in the remaining part of the complex such as club house, parking, Park etc. except the right of ingress and egress in the common approach roads. These and the Land for other common facilities shall remain the property of the **FIRST PARTY**. The right of usage of Complex Facilities is subject to observance of Second Party of Covenants herein and up to date payments of

FOR Ashok Housing	Signature of Second Par	ty
(Authorized Partner)	()

all dues and the Second Party abiding by all the terms and conditions for uses of common, areas as may be stipulated by **FIRST PARTY** or the maintenance agency, as may be informed by the **FIRST PARTY**.

H. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 24. The **SECOND PARTY**, if resides 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 thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The **SECOND PARTY** 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.
- 25. The FIRST PARTY accepts no responsibility in this regard. The SECOND PARTY shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the SECOND PARTY subsequent to the signing of this Agreement, it shall be the sole responsibility of the SECOND PARTY to intimate the same in writing to the FIRST PARTY immediately and comply with necessary formalities, if any, under the applicable laws. The FIRST PARTY shall not be responsible towards any third party making payment/remittances on behalf of any SECOND PARTY and such third party shall not have any right in the application/allotment of the said apartment/unit/flat applied for herein in any way and the FIRST PARTY shall be issuing the payment receipts in favour of the SECOND PARTY only.

I. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

26. The **SECOND PARTY** is entering into this Agreement for the allotment of a Apartment/unit/flat with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the **SECOND PARTY** hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over possession and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/her own cost.

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FOR A	Ashok	Housing		Signature of Second Pa	rty
(Autho	orized I	Partner)		()

- 27. After 43 months from the date of launching of the project plus two months grace period the interest shall be paid on the prevailing rate of F.D. Interest (State Bank of India) for the relevant period. It is also clarified here that interest will be paid on the proportion of work in the flat remained to be completed after 45 months from date of launching of the project. In case of any delay caused by the time taken by the Government, either the State Government or the Central Government or any regulatory authorities, no interest shall be paid for such delay beyond our control.
- 28. The sizes given in plan are tentative and can be modified due to technical and other reasons e.g. change in position or design of the **unit/flat**, its boundaries, dimensions or its area. The **FIRST PARTY** shall be liable only for cost adjustment arising out of area variations.
- 29. In case a particular **Unit/flat** is omitted due to change in the plan or the **FIRST PARTY** is unable to hand over the same to the Second Party for any reason beyond its control, the **FIRST PARTY** shall offer an alternate **unit/flat** of the same type and in the event of non-acceptability by the Second Party or non availability of alternate **Unit/flat**, the **FIRST PARTY** shall be responsible to refund only the actual amount received from the Second Party till then and will not be liable to pay any interest or compensation to the Second Party whatsoever. In case any preferentially located **Unit/flat** ceases to be so located, the **FIRST PARTY** shall be liable to refund extra charges paid by the Second Party for such preferential location without any interest or compensation.
- 30. Further to that, the layout shown in the sale literature is tentative and is subject to change without any objection from the Second Party without any prior notice to the Second Party.
- 31. After taking possession of the **Unit/flat**, the Second Party shall have no claim against the **FIRST PARTY** in respect of any item of work in the **unit/flat**, which may be said not to have been arrived out for non-compliance of any design, specifications, building materials or any other reason whatsoever.
- 32. That if the Second Party has not made the installments/payments within agreed time of schedule 'C', and then the Second Party neither has no right to claim nor any type of penalty in delay of possession.

J. GENERAL TERMS AND CONDITONS:

- 33. The address of the Second Party given in the application form shall be taken as final unless any subsequent change has been received from Second Party. All demands, letters, correspondence etc.etc. posted at the given address shall be treated to have been received by the Second Party.
- 34. Second Party may undertake internal alterations/expansions in his/her **Unit/flat**, if so permissible under Law, only prior intimation to the **FIRST PARTY** and its confirmation. Second Party shall not be allowed to effect, any of the following changes/alterations:

FOR Ashok Housing	Signature of Second Party
(Authorized Partner)	(

- i. Changes which may cause damage to the structure (columns beams, slabs etc.) of any part of adjacent Unit/flats. In case damage is caused to an adjacent Unit/flat or common area the Second Party will get the same repaired and compensate the same.
- ii. Changes that may affect the external façade of the **Unit/flat** (e.g. changes in doors, windows, tampering with external treatment, changing of wardrobe position, changing the paint colour of balconies and external walls, putting different grills on doors and windows, covering of the balconies and terraces with permanent or temporary structures, hanging of painting of signboards etc.) not at all permissible by the First Party.
- iii. Any encroachments on the common spaces in the complex of the Building will not be permissible and allowed.
- 35. The Second Party shall not use or allow to be used, the **Unit/flat** for non-residential purpose or any activity that may cause any nuisance to other Second Party in the complex/Project.
- 36. In case of transfer of allotment, allotted **unit/flat** and/or mutual exchange of **Unit/flats**, a Transfer Fee as @ 0.50 % (half percent) of Total sale value/unit value will be charge by the **FIRST PARTY** & shall be payable by the **Second Party** to the **FIRST PARTY**.
- 37. The development of the premises is subject to force major clause, which includes delay for any reason beyond the control of the **FIRST PARTY**, like non-availability of any building material due to market conditions, war or enemy action or natural calamities or any Act of God. In case of delay in possession due to any legal notice, order, rule, proceedings, Notification of the Government / Court of Law / Public Bodies / Competent Authority or any other reason beyond the control of the **FIRST PARTY** and any of the aforesaid events, the **FIRST PARTY** shall be entitled to a reasonable extension of time after grace period mentioned in clause no. 22
- 38. In case of non availability of materials at reasonable cost including those materials mentioned in the Specification Sheet, the **FIRST PARTY** will be entitled to use alternative / substitute materials without any claim from the Second Party.
- 39. The amounts paid by the Second Party to the **FIRST PARTY** to the extent of 10% of the Basic Price of the **Unit/flat** shall constitute the Earnest Money which may be forfeited in case of non-fulfillment of terms & condition of allotment.
- 40. The Second Party has fully satisfied himself/herself about the interest of the **FIRST PARTY** in the said land on which the **Unit/flat** is being constructed and has understood all limitations and obligations in respect thereof, and there will be no more investigation or objection by the Second Party in this respect.
- 41. The Second Party agrees and undertakes that he shall on taking possession of the **Unit/flat** or before, have no right to object and/or to interfere in constructing or continuing to construct other

FOR Ashok Housing	Signature of Second Party
(Authorized Partner)	(

- buildings adjoining the said Residential **Unit/flat**. The Second Party agrees that in case at any stage further construction in the Complex Adjacent **Unit/flat** without any objection or claim from the Second Party.
- 42. All charges payable to various departments for obtaining service connection to the Residential **Unit/flat** like electricity, telephone, water etc. including security deposits for sanctions and release of such connections as well as informal charges pertaining thereto, will be payable by the Second Party.
- 43. In case of joint application, the **FIRST PARTY** may, at its discretion, without any claim from any person, deem correspondence with any one of the joint co-owner or Second Party sufficient for its record.
- 44. For allotments and purposes, all allotment made for single **unit/flat** or multiple **unit/flat**s, as the case may be, shall be treated as single but in all cases payments of installments shall be treated for individual **unit/flat** for all purposes.
- 45. The Open Parking facilities shall be provided for the Flat Owners.
- 46. Cheque Return Charges will be paid by the Second Party i.e. (₹250 + GST) for every time.
- 47. For any changes in the building plan will be acceptable by the Second Party.
- 48. In future if First Party is going to purchase extra F.A.R/Compounding from ADA, Agra will be acceptable by the Second Party.
- 49. Investor or Allotment Advise Letter holder will have <u>NO RIGHT OF ANY TYPE</u>

 <u>WHATSOEVER TYPE IT MAY BE</u> till the Complete balance Payment of Allotment Advice

 Letter of the aforesaid allotted **Unit/flat** is PAID to ASHOK HOUSING.

K. GOVERNING LAW

50. 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.

L. DISPUTE RESOLUTION

51. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act within the Jurisdiction of Agra.

SCHEDULE – C PAYMENT PLAN

FOR Ashok Housing	Signature of Second Par	rty
(Authorized Partner)	()

On Booking : 10% + Taxes + Agreement Charges

On Launching : 15% + Taxes

On Casting of Ground Floor : 7.5% + Taxes

On Casting of Second Floor : 7.5% + Taxes

On Casting of Fourth Floor : 7.5% + Taxes

On Casting of Fifth Floor : 7.5% + Taxes

On Casting of Sixth Floor : 7.5% + Taxes

On Casting of Seventh Floor : 7.5% + Taxes

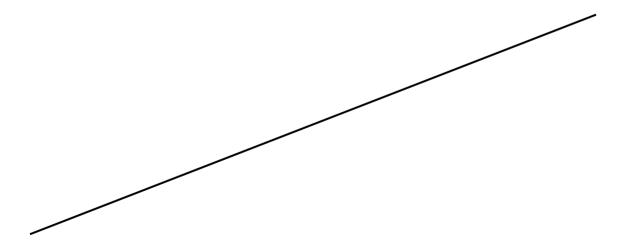
On Casting of Ninth Floor : 7.5% + Taxes

On Casting of Eleventh Floor : 7.5% + Other Charges if any

On Casting of Twelfth Floor : 5% + Taxes

On Start of Finishing Unit wise : 5% + Taxes

On Notice of Possession : 5% + Taxes



FOR Ashok Housing	Signature of Second Party
(Authorized Partner)	(

SCHEDULE - D

Structure

RCC framed structure fill within brick walls

Common Area

- Lift Façade: Pattern cladding in Indian Marble & Tiles or similar.
- Staircases: Flooring in Marble treads and riser with MS railing or similar.

External Facade

 Weather-proof paint finish / stone / tile cladding up to certain height / texture work.

Woodwork

- All doors and windows Chaukhat in Salwood or similar.
- Main entrance doors with door fitting.
- Flush doors enamel paints or similar.
- Glazed and mesh windows doors with MS grills / UPVC
- Powder coated hardware fitting.

Electrical

- Concealed copper wiring in PVC conduits.
- Modular switches, TV and Telephone wiring.

Power Backup

Backup facility in common areas.

Security System

- Round the clock 24 hrs parameter security.
- Dedicated intercom linking the main gate and each residence.

Living and Dining

- Flooring of Tiles / Marble or similar.
- Acrylic emulsion paint in pastel colours on wall and ceiling
- Main entrance doors with door fittings.
- All doors and windows Chaukhat in Salwood or similar
- Flush doors with spirit polish/enamel paints or similar
- Light, Fan and electrical accessories.

Bedrooms

- Flooring of Tiles / Marble or similar.
- Acrylic emulsion paint in pastel colours on wall and ceiling
- Light, fan and electrical accessories

Kitchen

- Granite / Marble counter or similar
- Stainless steel sink
- Tiles up to 2' ft. height above counter
- Anti-skid tiles / marble or similar
- Acrylic emulsion paint

Bathroom

- Anti-skid tiles / marble or similar
- Quality chinaware and CP fittings
- Tiles up to 6' ft. height
- Acrylic emulsion paint on wall and ceiling

Balconies

- Anti-skid tiles / marble or similar
- Weather proof paint finish
- Lights

FOR Ashok Housing	Signature of Second Party
(Authorized Partner)	
(Authorized Farther))