

INDEPENDENT HOUSEHOUSEBUYER AGREEMENT
GANESH ENCLAVE PHASE 5 , MERI JHANSI

This Independent House Buyers Agreement ("**Agreement**") is executed on this day
of
..... 202X at Meri, Jhansi-284128 Uttar Pradesh.

BETWEEN

Chatrapal Singh Yadav (AADHAR-4454-2370-4944) R/O 466/10, INFROMNT OF
NEHRU PARK , MASIHA GANJ, JHANSI, UP, 284003 (hereinafter referred to as
"**OWNER**", which expression shall, unless it be repugnant to the context thereof, be
deemed to mean include its assigns, nominees and successors in interest) of the **First Part**

AND

1.

MR Son of Resident of:

2. Mr.....

Son of Resident of:

(hereinafter (singly/jointly) referred to as the "Buyer", which expression shall include his/her/their respective heirs, executors, administrators, legal representatives and permitted assigns) of the Other Part. The expressions, "OWNER ", and the "Buyer" are hereinafter individually referred to as "Party" and jointly as the "Parties".

AND WHEREAS pursuant to the above, the owner is developing a township by the name of GANESH ENCLAVE PHASE 5(hereinafter referred to as 'Project'). AND WHEREAS the Buyer has approached vide application dated (the "Application") for purchase of Independent House No. in the said Project having approved House Area admeasuring sq.mtr. (.....sq.ft.) and constructed area on the House admeasuring sq.mtr.

(.....sq.ft.) pursuant to which t its letter dated (the "Allotment Letter"), provisionally allotted the said Independent House(the "Independent House").

AND WHEREAS the Buyer has requested the and the has allowed the Buyer the inspection of building plans, title documents including the Sale Deed, and all other documents relating to the title, and all other relevant details of the Project as well as in respect of the Independent House and the Buyer has coned that the Buyer is fully satisfied in all respects with regard to the right, title and interest of the OWNER in the said House and has understood all limitations and obligations of the in respect thereof.

The Buyer assures the OWNER that the investigations by the Buyer are complete and the Buyer is fully satisfied and is competent to enter into this Agreement. AND WHEREAS the Buyer acknowledges that the OWNER has provided all information & clarifications as required by the Buyer and that the Buyer has not unduly relied upon and is not influenced by any architect plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by, its selling agents/ brokers or otherwise including but not limited to any representations relating to description or physical condition of the property, the Project and the said Independent House (including the size and dimensions and any other physical characteristics thereof), the services to be provided by, the estimated facilities/amenities to be made available to the Buyer(s) or any other data except as specifically represented in this Agreement and the Application and that the Buyer has relied solely on the Buyer's own judgment and investigation(s) in deciding to enter into this Agreement to purchase the Independent House. No oral or written representations or statements (except as set out herein) made by or on behalf of any party, shall be considered to be part of this Agreement and that this Agreement shall be self-contained and complete in itself in all respects.

AND WHEREAS the Buyer has seen and accepted the plans, designs, and specifications of the Project as well as of the Independent House, which are tentative and are kept at the OWNER 's Office, and agrees and acknowledges the right of the OWNER to effect such variations, additions, alterations, deletions and modifications therein as it may, in its sole discretion, deem appropriate and fit and proper, or as may be done or required to be done in accordance with the directions of any competent governmental authority. The Buyer hereby consents to all such variations, additions,

alterations, deletions and modifications. The Buyer has been informed of and has accepted the specifications and information provided as to the materials to be used in construction of the said Independent House as set out in **Annexure- B** of this Agreement which are also tentative and the OWNER may effect such reasonable variations and modifications therein as it may deem appropriate and fit or as may be done or required to be done in accordance with the directions of any competent governmental authority, and the Buyer hereby consents to such changes.

AND WHEREAS the Buyer agrees and acknowledges that the Buyer is entering into this Agreement with full knowledge of all the laws, rules regulations, notifications, statutory provisions applicable to the said House of including but not limited to the terms and conditions of the said Sale Deed, as applicable to the Project and the said Independent House and that the Buyer has clearly understood the Buyer's rights, duties, responsibilities, obligations there under, and agrees to abide by the same.

AND WHEREAS the OWNER relying upon the conations, representations, and assurances of the Buyer to faithfully abide by all the terms and conditions and stipulations as contained in Allotment Letter as well as this Agreement and has accepted in good faith the Application form and has allotted the said Independent House.

AND WHEREAS the Buyer agrees and acknowledges that the ownership and occupation of the Independent House in the Project will be subject to a number of restrictions as also obligations as detailed in this Agreement and the Buyer offers to so conduct himself/herself/itself.

AND WHEREAS in pursuance to the aforesaid application for purchase and on assurance of the continued performance of the various terms and conditions and obligations enumerated in the Allotment Letter through which the OWNER had provisionally allotted the Independent House, the Parties hereby agree to consider the said allotment on the terms and conditions contained hereinafter.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

1. ALLOTMENT

1.1 That in consideration of the payment made / to be made by the Buyer to the OWNER in the manner appearing hereinafter and in consideration of the various assurances of the Buyer as herein contained particularly those relating to proper conduct and maintenance, the OWNER hereby agrees to transfer, convey and assign to the Buyer and the Buyer agrees to purchase the Independent House at the price specified in **Clause 3** and upon the terms and conditions set out hereunder.

1.2 The right, title and interest in the Independent House shall be transferred in favor of the Buyer by way of a Sale Deed ("**Sale Deed**") on such terms and conditions as specified under the Sale Deed and applicable law, including the Rules and Regulations of **JDA & UP-RERA**. The sale/transfer shall specify the extent of the ownership of the Independent House with proportionate and non partible rights in the House of land underneath the Independent House.

2. THE INDEPENDENT HOUSE

2.1 The subject matter of this Agreement is the Independent House with the specifications more specifically identified as.

Independent House No.:
Block:
House Area : sq.mtr.(..... sq.ft.)
Constructed Area (approx.): sq.mtr.(..... sq.ft.)

2.2 It is hereby clarified that the term Independent House refers to the area in the interior of the Independent House, and that the term Project includes the various facilities and common areas therein

and excluding those Independent Houses and all other areas in the Project which have been allotted/sold to others, and/or the rights of which still vest with the OWNER.

2.3 The Parties agree that as together with the Independent House the Buyer has also been granted usage rights in the common areas, services and facilities and the common structures in the Project such as foundations, columns, beams, supports, main valves, entrances and exits of the residency/colony, passages, driveways, garden, spaces for security as are required or specified for common use including installation of common services such as power, light, water, sewerage, tanks, pumps, ducts and the like and all easementary rights of access including the space utilized for installation and placement of generator sets and the like, the House area of the Independent House comes to / is

..... sq.mtr. (..... sq.ft.) (hereafter being called the “**House Area**”), & constructed area of the Independent House comes to / is sq.mtr. (..... sq.ft.)approx. and the sale price/consideration of the Independent House is therefore being calculated, charged and paid on the basis of the House Area and Constructed Area of the said Independent House. Notwithstanding the above and for avoidance of doubt, it is clarified that it is only the inside space in the Independent House that has been agreed to be sold to the Buyer.

2.4 The Parties agree that the layout plan of the Project as drawn up by the OWNER is approved plan by JDA and is subject to any change as may be required by the relevant governmental authorities, if any. In regard to the suitability of any changes for the betterment in the opinion of the OWNER and its architects shall be final and binding on the Buyer. Further, in the event that as a consequence of such changes, there is any increase/decrease in the constructed area of the Independent House or the Independent House becomes preferentially located, revised price and/or applicable preferential location charges (“**PLC**”) shall be payable and/or adjustable (without any interest accruing thereon) from the original price at which the Independent House has been booked for allotment.

3. SALE CONSIDERATION

3.1 That the Buyer shall pay to the OWNER a sum of Rs...../- (Rupees only) (the “**Consideration**”) toward the sale price for the purchase of the said Independent House in the manner appearing herein after:-

3.2 The Consideration includes payments toward the following:

(a) Rs./- per sq.ft. (Rs..... per sq.mtr.) House & Constructed area of the Independent House, as the base price (“**BSP**”).

(b) Rs./- per sq.ft. (Rs..... per sq.mtr.) House & Constructed area of Independent House toward Preferential Location charges (**PLC**);

(c) Rs./- per sq.ft. (Rs..... per sq.mtr.) super area of Independent House toward Interest Free Maintenance Security.

3.3 That in addition to the above payments, the Buyer shall also be liable to pay monthly maintenance charges and various other charges after completion and occupancy certificate obtained from the relevant authority by the OWNER on actual pro-rata basis, all of which are distinct and separate from the Consideration amount and other amounts recorded in this Agreement.

3.4 The Parties agree that, cost of complying with statutory requirements including toward all Taxes, providing and constructing of other services for the Project etc., as maybe applicable and leviable from time to time in relation to the Independent House and/or the Project, would be payable by the Buyer on pro-rata basis in accordance with House Area. For the purposes of this Agreement, “**Tax**”, “**Taxes**” or “**Taxation**” means all forms of taxation, charges, duties, levies, cess, fees, goods & service tax, customs and excise duties, capital tax and other legal transaction taxes, stamp duty, registration charges, real estate taxes, other municipal taxes and duties, environmental taxes and duties and any other type of taxes or duties of a like nature in any relevant jurisdiction, together with

any interest, penalties, surcharges or fines relating thereto, due, payable, levied, imposed upon or claimed to be owed in any relevant jurisdiction;

3.5 In addition to the above, if Taxes, are payable to or demanded by any applicable municipal authorities, JDA Authority, or any other local authority or governmental agency (“Government”), in respect of the House, the same shall be borne by the Buyer.

4. PAYMENT

4.1 The Consideration is to be paid by the Buyer to the OWNER as per the payment plan opted by the Buyer and as set out in accordance with the terms of *Annexure A* (the “Payment Plan”).

4.2 The Buyer has already paid a sum of Rs./- (Rupees only) toward purchase of the said Independent House vide cheque Nos. dated drawn on The Buyer agrees and undertakes to pay the Consideration, and all other charges as described in this Agreement in the manner and in accordance with the timelines indicated herein.

4.3 It is hereby agreed by the Parties that time is of the essence under this Agreement and that Buyer shall make the timely payments in respect of each installment of the Consideration (as per the Payment Plan) and other charges payable under this Agreement in accordance with the timelines indicated herein.

4.4 The Buyer agrees and acknowledges that the OWNER is under no obligation to send demands/reminders for payments of the balance sale consideration. Provided that in the event the OWNER issues a demand, any such demand for payment shall be sufficiently made by dispatching a notice via post or e-mail communication bearing the address/email address specified by Buyer under this Agreement, and such demand shall be deemed to have been made upon the expiry of three days after the posting of such letter. The Buyer is required to make all payments as specified in the demand for payment, within the period mentioned in the demand note.

4.5 In the event of delay on the part of the Buyer in making payment of the Consideration as per the Payment Plan opted by the Buyer and / or other charges required to be made in accordance with the timelines indicated herein, then, without prejudice to the OWNER’s rights to terminate this Agreement, the Buyer shall be required to pay interest at the rate of 12% per annum from the due date (in respect of such amounts) in relation to all such outstanding amounts/payments till the date of due and final settlement of all amounts payable (including interest thereon).

4.6 Further, all payments received will be first applied toward applicable interest and other dues, if any, and only thereafter toward the installments as due under the Payment Plan.

4.7 If the Buyer fails to pay any installment(s) or other payments required to be made in accordance with the Payment Plan, together with any applicable interest, within a period 90 days from the due date, the OWNER shall, without prejudice to any other rights of the OWNER under law or equity, have the right to terminate this Agreement forthwith. Upon any such termination of this Agreement, arising out of a default of the Buyer in making any payment hereunder, the Buyer shall not be entitled to any rights, title, lien, claims or demands whatsoever against the Independent House or the OWNER. Any amount deposited or paid by the Buyer toward the Independent House shall be refunded by the OWNER (to the Buyer), after deduction of and retention of INR 10,000 (received pursuant to the Allotment letter) against all costs, expenses, taxes and service charges and all other necessary administrative and other charges borne by the OWNER. The said amounts (net of all deductions, as specified above) shall be refunded (without any interest payments thereon) by the OWNER to the Buyer.

4.8 Refund of Payments:

Upon the termination of this Agreement, any amounts deposited or paid by the Buyer to the OWNER shall be refunded to the Buyer without the payment of any interest thereon subject to the deduction of all costs, expenses, Taxes and service charges, **cost of alteration**, together with any brokerage (if any) payable in relation to the sale of the Independent House to the Buyer, as maybe specified by the OWNER . Provided however, that:

Where the refund is consequent to the termination of the Agreement by the Buyer:

i) The OWNER shall be entitled to deduct and retain INR 10,000 from the amounts to be refunded to the Buyer;

ii) Prior to the refund and release of any sums due to the Buyer hereunder, the Buyer shall inform and specify to the OWNER, each of the encumbrances, claims, outstanding and dues from the Buyer to any party in relation to the Independent House, and obtain clearances (from all such persons) in relation to the same to the satisfaction of the OWNER ;

iii) Where any loan facility is availed of by the Buyer, the Buyer shall obtain and provide to the OWNER a written acknowledgment and acceptance by the bank and/or financial institution that it is aware of the intention of the Buyer to terminate the Agreement and undertaking an unconditional release to the OWNER that any such termination by the Buyer shall not result in any liability of the OWNER toward any entity, including but not limited to the bank, in respect of any financial commitments of the Buyer; and

iv) Any such refund and release shall be subject to the Buyer indemnifying the OWNER in relation to any undisclosed encumbrances, claims, outstanding and dues, and any future to the OWNER .

It is hereby clarified that any refund/release of any amount by the OWNER to the Buyer shall be made by the OWNER through account payee cheque only.

4.9 It is hereby agreed by the parties that in the event of this Agreement being terminated as aforesaid, the OWNER shall be free to sell the Independent House to a new buyer, free of any rights of and/or liabilities/obligations toward the Buyer.

4.10 All payments due from the Buyer under this Agreement shall be made only through Demand Draft, Pay Order/ Electronic transfer or A/c Payee cheques in favor of **“Chatrapal Singh Yadav Collection Account Ganesh Enclave Phase 5”** payable at Jhansi. The reverse of each cheque/ DD shall record the Independent House number and name of the applicant.

4.11 For all payments, the date of clearance of the demand draft/ pay order/cheque shall be taken as the date of payment. The dishonor of the demand draft/pay order/cheque for any reason, shall entitle the OWNER to charge from the Buyer an additional amount of Rs. 1,000/- toward administrative handling charges.

4.12 The Buyer shall be entitled to a signed receipt, as issued by the OWNER against delivery of every demand draft/ pay order/cheque/electronic transfer issued the Buyer, subject to the clearance of the said demand draft/ pay order/cheque/electronic transfer.

4.13 If the Purchaser/s seeks a loan from financial institutions or banks or any other lender (the “Lender”) against the security of the said Premises subject to the consent and approval of the Promoter, then in the event of (a) the Purchaser/s committing a default of the payment of the installments of the consideration amount and (b) the Promoter exercising its right to terminate this Agreement, the Purchaser/s shall clear the mortgage debt outstanding at the time of the said termination. The Purchaser/s shall obtain the necessary letter from the Lender stating that the Purchaser/s has cleared the mortgage debt. On receipt of such letter from the Lender, the Purchaser/s

shall be, subject to what is stated in Clause 4.8 (i) regarding the forfeiture, entitled to the refund of the amount so paid by him to the Promoter towards the Premises. Notwithstanding the above, the Purchaser's obligation to make the payment of the installments under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional. The responsibility of getting the loan sanctioned and disbursed as per the Promoter's payment plan will rest exclusively on the Purchaser/s. In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever, the payment to the Promoter, as per payment plan, shall be ensured by the Purchaser/s.

4.14 The creation by the Buyer of any encumbrance, or mortgage (including any security, pledge, charge, lien, or any other right of like nature with any third party) in relation to the Independent House or, including in favour of the Buyer's Bank will require the consent of the OWNER, which consent shall not be unreasonably withheld.

5 POSSESSION OF INDEPENDENT HOUSE

5.1 Subject to Clause 5.2 below, the sanction of the building plans of the Project (including revisions thereof), and subject to all the buyers of the Independent Houses in the Project making timely payment, the OWNER shall endeavor to complete the construction of the Independent House within **30 (Thirty)** months from the date of the allotment of the Independent House as per the Allotment Letter.

5.2 The Parties agree and acknowledge that where the completion of the construction of the Independent House and/or the handing over of the possession of the Independent House is delayed by any reasons beyond the control of the OWNER, including without limitation *Force Majeure*, then no claim whatsoever by way of any damages/compensation shall lie against the OWNER and the Buyer hereby waives all rights and claims in this regard. Further, where there occurs any delay in possession being handed over to the Buyer on account of any of the reasons specified under this Clause 5.2, the OWNER shall be entitled to a reasonable extension of time for handing over possession of the said Independent House to the Buyer. For the purposes of this Agreement "**Force Majeure**" shall mean any event or circumstance or a combination of events and circumstances, whether occurred or likely to occur, which satisfies all the following conditions:

- (i) materially and adversely affects the Project and/or the performance of an obligation of the OWNER; and
- ii) are beyond the control of the OWNER; and includes (without limitation), subject to satisfaction of the above conditions, the following events and/or circumstances:
 - a) war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy;
 - b) revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage;
 - c) strikes, industrial disputes and/or lockouts and/or interrupting supplies and services to the Project;
 - d) change in governmental policy, laws (including, any statute, ordinance, rule, regulation, judgment, notification, order, decree, permission, license or approval), including but not limited to, expropriation or compulsory acquisition by any Government of any part of the Project or rights therein;
 - e) Acts of God or events beyond the reasonable control of the affected party which could not reasonably have been expected, including any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, landslide, subsidence, flood, storm, cyclone, epidemics or plagues or any other similar effect;
 - f) any judgment or order of any court of competent jurisdiction or the Government of India made against the OWNER in any proceedings;

5.3 Prior to handing over of the possession of the Independent House to Buyer, the OWNER shall obtain the House completion (occupancy) certificate from JDA Authority.

5.4 Without prejudice to the above, it is hereby agreed that possession of Independent House shall be delivered by the OWNER to the Buyer only upon registration of the Sale Deed and the OWNER having received the completion certificate from JDA Authority, and subject to all dues and demands payable up to the date of such possession, including as specified under this agreement, by the Buyer have been made to the OWNER together with all applicable interest (including for any delays), and all Taxes.

5.5 Subject to the Buyer having complied with its obligations under this Agreement as well as the Allotment Letter, including but not limited to timely payment of the Consideration and other charges as per the Payment Plan opted by the Buyer, in the event of any willful delay in construction of the Independent House for reasons attributable solely to the OWNER, delay charges would be payable to the Buyer, in the manner and to the extent specified herein below:

It is hereby clarified that the above said delay charges shall be payable, subject to a demand being made by the Buyer for the same (and be calculated from the date of the said demand), till the date when possession of the Independent House is offered to the Buyer. Further, all payments toward the delay charges, as due from the OWNER, would be adjusted from payments due to the OWNER from the Buyer at the time of the final settlement thereof. Provided specifically that, the OWNER shall be entitled (without the payment of any delay charges) to not offer possession of the Independent House to the Buyer till all amounts due and payable by the Buyer to the OWNER, as of such date (including all default interest specified above), have been paid by the Buyer. The penalty charges toward delay in handing over possession shall be as per **UPRERA guidelines** for the period of delay.

5.6 The Buyer shall take possession of the Independent House within 30 days from the date of issue of offer to take possession, failing which he shall be liable to pay Holding charges @ Rs. 5/- per sq.ft. per month on House area basis for the entire period the Buyer does not take actual physical delivery of the Independent House. It is hereby clarified that these holding charges shall be independent of all dues and charges specified hereunder. Where Buyer omits, fails, refuses and/or neglects to take possession of the said Independent House from the OWNER for any reasons whatsoever, the Independent House shall be held by the OWNER at the risk and cost of the Buyer.

5.7 Subject to Clause 5.6 above, in the event of the Buyer fails to take possession for any reasons whatsoever (including but not limited to any willful failure or refusal to take possession), the Buyer shall be deemed to have taken the possession of the Independent House upon expiry of 30 days of offer of possession by the OWNER and the Buyer shall be liable for the payment of monthly maintenance charges or any other Taxes, leviable or applicable in relation to the Independent House and the OWNER shall not be responsible for any loss or damages to the finishes, fittings and fixtures in the Independent House on account of such failure to take possession.

5.8 The Parties agree and acknowledge that the Constructed Area of the Independent House is subject to variation and change to maximum extent of 5%, at the time of the delivery of possession of the Independent House to the Buyer, and the charges in relation to the same will be payable/adjusted as specified hereinabove. No claim, demand, suit and/or litigation shall be raised by the Buyer in relation such variation in the Constructed Area, and the Buyer hereby waives all rights in relation to the same.

5.9 The Parties agree that Buyer agrees and undertakes that, after taking possession or deemed possession of the said Independent House, as the case may be, or at any time thereafter, the Buyer shall have no objection to the OWNER undertaking construction of or continuing with the construction of the Project or other building(s) adjoining the Independent House. Further, if any future change in any applicable law permits further construction on any portion of the House or any part of the Project, the OWNER shall be entitled to undertake the said construction and the Buyer shall not have any objection and shall consent to such further construction.

6. OWNERSHIP AND TRANSFER

6.1 After the grant and receipt by the OWNER of the completion certificate from JDA Authority for the Independent House, the OWNER shall, subject to the Buyer having paid the entire consideration and other charges and dues to the OWNER as per the Payment Plan, execute the Sale Deed in favor of the Buyer for the Independent House in favor of the Buyer as per applicable laws, including inter alia the rules, regulations and bye-laws of the JDA Authority, and shall be executed in the form as prescribed or approved by JDA Authority.

6.2 That all costs, charges and expenses toward execution of the Sale Deed including any Taxes, miscellaneous or other additional or related charges, if any, payable under law or demanded by any Government shall be paid by the Buyer.

6.3 Save and with the sole exception of the interior spaces of the Independent House allotted to the Buyer, the Buyer shall have no proprietary title or interest over any common area including without limitation. Provided that the Buyer shall, subject to the payment (to the OWNER) of all of maintenance charges, have easementary rights of use of the Common Area. However, all such Common Area and facilities shall remain the property of the OWNER , which shall be responsible for the maintenance and upkeep of the Common Area, till such time as the same is transferred/assigned to any other body or association or society of residents of the Project in accordance with the provisions of relevant law applicable to the GANESH ENCLAVE Project. Provided further that any club, open spaces, parking spaces (except to the extent the parking space that are transferred to any Body or Association or Society of residents), public amenities, shopping center if any, and all other such facilities shall not be transferred to such body or association or society and shall remain in the sole ownership of OWNER.

6.4 The Buyer agrees and undertakes to co-operate with the OWNER at all times, and shall, from time to time, sign and execute all applications, papers, documents, maintenance agreement and all other relevant papers, do all the acts, deeds and things as the OWNER may require for the purposes of giving effect to the terms of this Agreement, and for safeguarding the interests of the OWNER and other Independent House Owners, in relation to the Ganesh Enclave

6.5 At any time prior to the execution of the Sale Deed, the Buyer may nominate a third party and may get the name of a nominee substituted in the Buyer's place and assign all rights and obligations of the Buyer under this Agreement to such third party, subject to the prior approval of the OWNER and on clearing all dues and outstanding payable to the OWNER in terms hereof, till that date. The OWNER may, at its sole discretion, permit such substitution and assignment on such terms and conditions as the OWNER may deem fit and proper, and in accordance with applicable laws including inter alia any guidelines issued by JDA Authority, if any, in this regard. It is hereby agreed that all applicable administrative transfer charges as prescribed by the OWNER for such substitution and assignment including toward the execution of any agreements, documents, or contractual arrangements as may be required under any applicable law, together with any applicable Taxes for such substitution and assignment will be payable by the Buyer prior to such substitution/assignment. It is clarified that any change in name of the Buyer and/or any additions/deletions thereto, including through the means of any substitution and assignment as contemplated hereinabove, shall be deemed as substitution for the purposes of this Agreement.

6.6 It is hereby agreed that subsequent to the execution of the Sale Deed, any further transfer of the Independent House by the Buyer, whether by means of a sale, assignment, disposal or otherwise or any rights therein, shall be subject to applicable laws, in particular, rules and regulations of JDA Authority.

7. MAINTENANCE OF THE KRISHNA ANANDAM PROJECT, MAINTENANCE CHARGES AND OTHER PAYMENTS

7.1 The OWNER shall provide the requisite common area maintenance services within the Project which shall broadly include power backup and generator systems, garbage disposal & upkeep of

common areas, water supply, sewerage system and drainage system, lighting facilities for internal roads, maintenance and upkeep of internal roads, pathways, boundary walls/fencing, horticulture, provision of general watch and ward within the GANESH ENCLAVE Project and common installations

/ equipments / machines in the Project (collectively referred to as “**Maintenance Services**”). Further, it is clarified that the cost of the individual electric meter, water and sewer connection charges, provision for external electrification and equipments, power backup and charges for operation of generator sets, club membership/usage of club facilities, open and covered car parking charges etc. are not included in the basic sale price and will be chargeable extra.

7.2 It is hereby agreed that the OWNER shall be entitled to undertake the provision of the Maintenance Services either through itself or through any other appropriate agency designated by it (collectively referred to as “**Maintenance Agency**”). The Buyer hereby agrees and undertakes to make timely payment toward all charges, and dues in relation to provision of the Maintenance Services (the “**Maintenance Charges**”) as may be fixed and revised by the Maintenance Agency from time to time. It is hereby agreed that the Maintenance Charges shall be due and payable from the expiry of 30 days from the date of offer of possession by the OWNER to the Buyer.

7.3 The Buyer agrees and undertakes to enter into and execute a separate agreement with the Maintenance Agency (the “**Maintenance Agreement**”) in relation to provision of Maintenance Services in the Project (if so required by the Maintenance Agency), prior to the Buyer taking possession of the Independent House. The Maintenance Agreement may inter alia specify the Maintenance Services to be provided in relation to the Independent House and the Project and the applicable Maintenance Charges payable by the Buyer in respect of the same.

7.4 Further, the Buyer shall also pay to the Maintenance Agency an Interest-Free Security Deposit or IFMS plus three months advance monthly maintenance charges prior to taking over the possession of the Independent House. The Parties agree and acknowledge that this security deposit shall, pursuant to any transfer (whether by means of a sale, assignment, disposal or otherwise) of the Independent House by the Buyer to a third party, be transferred in the name of such third party transferee. The Maintenance Agency shall have the full right to execute the rules and regulation for the maintenance of the project, which will be binding on the buyer.

7.5 The Buyer agrees and undertakes to pay all the applicable property tax and other Taxes as assessed by any Government in respect of the Independent House or the House (in accordance with the House Area) directly to such authority.

7.6 The Parties agree that the structure of the building(s) in GANESH ENCLAVE Project may be required to be insured against fire, earthquake and any other natural calamities and disasters, and that the same may be obtained by the Maintenance Agency on behalf of the Buyer with the costs of such insurance being due and payable by the Buyer as a part of the Maintenance Charges. Provided however, that insurance in respect of contents of each Independent House (including but not limited to any fitting or furnishing) shall not be obtained by Maintenance Agency and shall be obtained separately by the Buyer (or any occupant of the Independent House) at the Buyer’s own cost.

7.7 The Parties agree that in addition to the Maintenance Charges, the Buyer may from time to time be required (as may be specified by the Maintenance Agency) to contribute to a ‘Replacement Fund’ which shall be utilized for the express object of providing for replacement or refurbishing of capital/maintenance equipment or for carrying out major repairs to the machinery and equipment installed in the Project.

8. USE OF THE INDEPENDENT HOUSE AND COMMON AREAS

8.1 The Buyer agrees and undertakes that the Buyer shall not do or permit to be done, any of the following acts:

- a) To do anything in or about the said Independent House which may cause or tend to cause damage to any Independent House adjacent to Independent House or in any manner interfere with the use thereof or of any open space, passages or amenities available for common use.
- b) To enclose the balconies or any other open areas forming a part of the Independent House, or carry out any decoration, change or alteration in any portion of the exterior elevation or design of the Independent House.
- c) To make any alterations in any elevations and outside color scheme of the exposed wall of the verandah or any external wall, or both the faces of external doors and window of the Independent House which, in the opinion of OWNER , differ from the color scheme of the Project. It is hereby clarified that while the Buyer shall be free to decide on the interiors and the color scheme thereof, the Buyer shall not change the color and facade of exterior of the Independent House as specified hereinbefore.
- d) To put up any name or signboard, publicity or advertisement material outside the Independent House or anywhere in the common areas without prior permission of the OWNER or their nominee in writing.
- e) To make noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rages, garbage or refuse, anywhere save and except at areas/places specifically earmarked for the purposes in the GANESH ENCLAVEProject.
- f) The Buyer will ensure that all dirt, refuse and waste is properly transported out in covered cans / bags.
- g) To do, nor permit or suffer anything to be done in any manner to any part of the building,
- h) To demolish, make or cause to be made any additions or alterations or unauthorized constructions of whatsoever nature to the said Independent House or any part thereof, and shall not chisel / drill or in any other manner cause damage to columns, beams, walls, slabs or concrete or other structural support of adjoining units. Further, no damage to the building would be caused in any manner and all consideration of safety, fire fighting systems will have to be observed / maintained.
- i) To divide or sub-divide the Independent House in any manner, which is at all times required to remain a single family Independent House.
- j) store / stock / bring into / keep in the said Independent House any goods / material / fluid/ chemical / substance of explosive / hazardous / combustible / flammable nature or any act which has effect of doing so, either directly or through any of the Buyer's agents, servants, employees, licensees, or visitors, which may cause risk by fire, or which, on account of their nature or particular characteristic, may cause damage to or endanger and /or expose to risk of such damage, to the structure or safety of the building or neighboring Independent Houses, and/or the assets of the other occupants or the equipments in the GANESH ENCLAVEProject.
- k) To do any act or omission which may endanger the occupation of the other areas or be a source of nuisance to others.

8.2 The Buyer further agrees, acknowledges and undertakes that:

- a) No immoral, improper, offensive or unlawful use shall be made of the Independent House or the Project or any part thereof. Further, the Independent House shall not be used in a manner which will be a nuisance or be obnoxious to the other occupants of the GANESH ENCLAVEProject. The Buyer shall not do any act or omission which will make it difficult for the other buyers to enjoy and make the best possible use of the Independent Houses and the GANESH ENCLAVEProject.

b) The Buyer shall adhere to and abide by all laws, bye-laws, rules and regulations of the any Government having jurisdiction including the provisions of any other laws applicable earlier or made applicable hereafter to the said Independent House/ Project and as maybe amended from time to time, and to pay all applicable Taxes as may be due, in respect of the Independent House, and in respect of the House and/or the Project in proportion to the House Area of the Independent House.

c) The Project shall always be known as ‘Ganesh Enclave’ and the same shall not be changed by any association or society of the Independent House owners or any other persons. Further, at all times, the name of the GANESH ENCLAVE Project and the name of the OWNER name shall always be displayed at prominent place/s in the Project. The copy right/trade mark/property mark and all intellectual property including the words ‘Ganesh Enclave, whether registered or not, shall always remain and vest with the OWNER and no person, including but not limited to the association/society, shall have any claim or right of any nature whatsoever on the said intellectual property.

9. GENERAL

9.1 The Parties agree and understand the execution of this Agreement is subject to the terms and conditions, restrictions and limitations contained in the Sale Deed and the Allotment Letter. The Buyer has read and understood the same and has undertaken to abide by all such terms and conditions, restrictions and limitations.

9.2 Any delay or indulgence by the OWNER in enforcing the terms of this Agreement or any forbearance or giving of time to the Buyer shall not be construed as a waiver on the part of the OWNER of any breach or non-compliance of any of the terms and conditions of this agreement by the Buyer nor shall he same in any manner prejudice the rights of the OWNER .

9.3 Any notice or other writing required or permitted to be given under this Agreement or for the purposes of this Agreement (referred to in this Clause as a “**Notice**”) to any Party shall be sufficiently given if delivered personally or if sent by prepaid registered mail or if transmitted by fax or other form of recorded communication tested prior to transmission to such Party:

a. **in the case of a Notice to the Buyer** (or where there is more than one person constituting the Buyer, the person first mentioned as the Buyer) **at :**

Attention:

Address:.....

.....

b. **in the case of a Notice to the OWNER at:**

Attention:

Address:.....

Fax:.....mail: **@gmail.com**

and it shall be the responsibility of each Party to inform the other Party through the means of a written Notice and also obtain a formal specific receipt in relation to all subsequent changes, if any, in the address, failing which all communications and letters posted at the first registered address will be deemed to have been received by the Buyer.

9.4 The Parties agree that, in case, there are more than one person buying the Independent House jointly, all communications shall be sent by the OWNER to the person whose name appears first and at the address given by him which shall for all purposes be considered as served on all the Buyer’s and no separate communication shall be necessary to the other person(s) named as the Buyer.

9.5 The Buyer shall be required to obtain all necessary approvals, licenses and permissions including from any Government, in relation to the purchase of the Independent House by the Buyer, and specifically where the Buyer has non-resident Indian status or is a non-resident entity, the Buyer shall

be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other provisions of any applicable Laws, in relation to the same, inter-alia in relation to the remittance of payment and considerations and acquisition of immovable assets in India, and the Buyer agrees to indemnify the OWNER in relation to any such failure to obtain or any breach of any such license, approval or permission. Further, in case any such approval, license or permission is ever refused or subsequently found lacking by any Government/Authority, the OWNER shall be entitled to terminate this Agreement in the manner set out in Clause 4.7 and Clause 4.9 hereof. Provided further that where any payments are made by any third party by or on behalf of the Buyer, the OWNER shall not be responsible toward any such third party and such third party shall not have any right in Independent House, except as may be specifically consented to by the OWNER .

9.6 Headings to the Clauses and Articles of this Agreement are for convenience of reference only and shall not affect the construction or interpretation of the provisions of this Agreement.

9.7 Words importing the singular shall embrace the plural and words importing one gender shall embrace the other gender and vice-versa respectively.

9.8 Each of the annexure hereto form part of this Agreement and are expressly incorporated herein.

9.9 The Parties agree that this Agreement may be executed in as many counterparts as the Parties may deem fit, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

9.10 **No partnership or agency:** Nothing in this Agreement (or any of the arrangements contemplated herein) shall be deemed to constitute a partnership between the Parties, nor, except as may be expressly provided herein, constitute any Party as the agent of another Party for any purpose, or entitle any Party to commit or bind another Party in any manner.

9.11 Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties hereto, any rights or remedies under or by reason of this Agreement or any transaction contemplated by this Agreement.

9.12 **Severability:** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect.

9.13 Except as specified herein, the Buyer shall not be entitled to assign any benefits, obligations or burdens under this Agreement shall be assigned to any third party without the prior written consent of the OWNER. Subject to the foregoing, this Agreement shall ensure to the benefit of and be binding upon the Parties and their respective successors (including any successor by reason of amalgamation or merger of any Party) and permitted assigns.

9.14 Notwithstanding, anything contained in this Agreement, OWNER CHATRAPAL SINGH YADAV shall be entitled to raise loans from financial institutions and banks, in relation to the Project, and further, that for the purposes of such loans, the OWNER shall be entitled to encumber the Project together with all Independent Houses, therein, including inter alia by way of creation of mortgages, charges, liens etc. Provided however that, save for and subject to any liens, mortgages, charges, or any other encumbrances created by (or for benefit of) the Buyer, the Independent House shall be delivered to the Buyer free of all charges and encumbrances, as on the date of the execution of the Sale Deed.

9.15 **Survival of Terms of the Allotment Letter**

All terms and provisions of the Allotment Letter are hereby deemed incorporated herein and shall form an integral part of this Agreement. To the extent that any term or provision of the Allotment Letter conflicts with any provisions of this Agreement, the terms of this Agreement shall override and prevail and this Agreement shall be an amendment to all such terms of the Allotment Letter. In the event that any provision of the Allotment Letter is invalid, unenforceable or in any manner or form contradicts or is in conflict with any provision, term or understanding hereunder, the same shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the validity, legality and enforceability of the remaining provisions thereof or any of the provisions and terms hereof. The OWNER shall, and the Buyer agrees, have the absolute right at its sole discretion to replace such offending provision with a new provision.

10 APPLICABLE LAWS AND JURISDICTION

10.1 This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by the laws of India.

10.2 It is agreed by and between the parties hereto that all and any disputes, suits, complaints, litigation, claim or any other matter arising out of or in relation to this Agreement, shall be resolved by the Courts of Jhansi, Uttar Pradesh.

IN WITNESS WHEREOF THE PARTIES hereto have caused this Agreement and to a duplicate original set to be duly executed by and set and subscribed their duly authorized representatives / respective hands, on the date and year first here-in-above written in the presence of witnesses:.

SIGNED AND DELIVERED BY WITHIN NAMED BUYER/S:

Signature Name	Signature: Name
(first/sole allottee)	(joint allottee)

IN THE PRESENCE OF FOLLOWING WITNESSES:

Signature Name	Signature: Name
Address: -----	Address: -----
----- Witness 1	----- Witness 2

SIGNED AND DELIVERED BY M/S OWNER CHATRAPAL SINGH YADAV

Signature Name	Signature: Name
<i>Authorized Signatory</i>	<i>Authorized Signatory</i>

IN THE PRESENCE OF FOLLOWING WITNESSES:

Signature Name	Signature: Name
Address: -----	Address: -----

Witness 1

Witness 2

Enclosed:

Annexure – A : PAYMENT PLAN

Annexure – B : SPECIFICATIONS SHEET

Annexure – C : LAYOUT OF HOUSE