

THE COURTYARD – JHANSI

DEVELOPER BUYER AGREEMENT

APARTMENT NO.

This Agreement ("Agreement") is executed at..... Day of20..... at Jhansi (U.P.).

AMONG

M/s. PITAMBARA INFRAPROJECTS LLP., having its registered office at 80A, CIVIL LINES, Jhansi – 284001 (U.P.) hereinafter referred to as the "Developer Parties of the First Part/ Builder", which expression shall, unless repugnant to the context or meaning hereof, be deemed to include heir, legal representatives, executors or administrators of the **First Part**.

AND

Mr. Anoop Agarwal and Mr. Arun Agarwal, S/o Shri Prem Narayan Agarwal, R/o 21,cavalry road,sadar cantt, Jhansi – 284001 (U.P.) referred to as the "Other Land Owner" , which expression shall, unless repugnant to the context or meaning hereof, be deemed to include heir, legal representatives, executors or administrators of the **Second Party**

Hereinafter collectively known as "**The Seller**"

1 _____,

(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, "Parties of the First Part", and the "Buyer" are hereinafter individually referred to as "**Party**" and jointly as the "**Parties**".

WHEREAS the Plot of land at Arajji no. 336,337 and 345, Moja Talpura, Kanpur Road, Jhansi admeasuring 2186.82 sq. mtr. Approx. (hereinafter referred to as the 'Plot') for the purpose of construction and development of a Ground plus seven floors residential Apartments Project WHEREAS The Jhansi Development Authority or JDA has approved the Layout plan on 26-06-2016 vide approval no 041100415 and the Parties of the First Part on said Arajji no. 336,337 and 345 will develop a Residential Building Comprising of 39 Apartments in terms of which the Parties of the First Part is the lawful owner and is presently in possession of the Plot and has been granted the requisite authority to execute the Project and undertake allotment of the Residential Units in the Project, in accordance with the master plan sanctioned by JDA Authority, Jhansi.

WHEREAS The land owners agreed to the joint venture with the developer on the said property on the terms and condition contained therein on dated 25th April 2016. The land owners have put the developer in possession of the said property on or about the day of the pursuance of the said agreement.

AND WHEREAS pursuant to the above, the Parties of the First Part is developing a residential Apartments by the name of "THE COURTYARD" (hereinafter referred to as 'Project') AND WHEREAS the buyer has approached the Parties of the First Part for purchase of Apartment No..... in the said project having an approximate built-up area sq.ft. approx. and a Super build-up Areasq. ft.) approx.

AND WHEREAS the buyer has requested the Parties of the First Part and the Parties of the First Part has allowed the Buyer the inspection of building plans, title documents including the Sale Deed, and all others documents relating to the title, and all other relevant details of the Project as well as in respect of the Apartment and the Buyer has confirmed that the Buyer is fully satisfied in all respects with regard to the right, title and interest of the Parties of the First Part in the said Plot and has understood all limitations and obligations of the First Part in respect hereof.

The Buyer assures the Parties of the First Part that the investigation by the Buyer is complete and the Buyer is fully satisfied that the Parties of the First Part are competent to enter into this Agreement. AND WHEREAS the Buyer acknowledges that the Parties of the First Part 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, representation, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Parties of the First Part. 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 apartment (including the size and dimensions and any other physical characteristics hereof), the service to be provided by the Parties of the First Part, 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 Apartment. 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 unfinished specifications of the Project as well as of the Apartment, which are tentative and are kept at the Parties of the First Part's Office, and agrees and acknowledges the right of the Parties of the First Part 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 has been informed of and has accepted the unfinished specifications and information provided as to the materials to be used in construction of the said Apartment which are also tentative and the Parties of the First Part may affect 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 Apartment including but not limited to the terms and conditions of the said sale deed, as applicable to the Project and the said Apartment 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 Parties of the First Part relying upon the confirmations, 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 has accepted in good faith the Application and has allotted the said Apartment.

AND WHEREAS the Buyer agrees and acknowledges that the ownership and occupation of the Apartment 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 Parties of the First Part had provisionally allotted the Apartment, the Parties hereby agree to confirm 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 Parties of the First Part 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 Parties of the First Part hereby agrees to transfer, convey and assign to the Buyer and the Buyer agrees to purchase the apartment 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 Apartment shall be transferred in favour 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 Authority, Jhansi.

2. THE APARTMENT

2.1 The subject matter of this Agreement is the Apartment with the unfinished specification more specifically identified as.

Apartment No. :

Floor :

Built-up Area (approx) :sq.ft.

Super Built-up Area (approx) : sq.ft.)

Location of Apartment in site layout :

North : Apartment No.....

South :

East :

West:

2.2 It is hereby clarified that the term Apartment refers to the area enclosing the Apartment, and that the term Project includes the various facilities and common areas there in and excluding those Apartments and all other areas in the Project which have been allotted/sold to others, and/or the right of which still vest with the Parties of the First Part.

2.3 The Parties agree that as together with the Apartment, the Buyer has also been granted usage rights in the common areas, services and facilities and the common structures in the Project.

2.4 The Parties agree that the layout plan of the Project as drawn up by the Parties of the First Part is tentative and is subject to change if deemed necessary by the Parties of the First Part as its sole discretion, or as may be required by the relevant governmental authorities including but not limited to the JDA Authority, and the Parties of the First Part shall be entitled to effect such suitable alterations in the layout plan, as maybe required in accordance therewith, including changes in the area of the Apartment, in regard to the suitability of such changes the opinion of the Parties of the First Part 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 saleable area of the Apartment or the Apartment 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 Apartment has been booked for allotment. Subjected to +_ 5% of deviation from the area.

3. SALE CONSIDERATION

3.1 That the Buyer shall pay to the Parties of the First Part a sum of Rs. (the “Consideration”) toward the sale price for the purchase of the said Apartment in the manner appearing herein after :-

3.2 The Consideration includes payments toward the following:

Head	Amount
Base Price (BSP)	
Parking Charges (Stack)	
One Time Maintenance Deposit	
Electrification Charges	
Consideration Amount (excluding Service Tax & VAT or GST)	

Note :

- Service Tax payable extra is applicable. Any revision in Service Tax by relevant authorities will be borne by the client.
- Service Tax on Amenities Charges as applicable under different heads shall be borne by the client at the time of payment.
- GST shall be levied in place of Service tax and VAT as and when it becomes applicable at the Rate prescribed by the Government. Any change in the Tax liability shall be borne by the Buyer.

3.3 That the addition to the above payments, the Buyer shall also be liable to pay one time maintenance Deposit Rs. 1,00,000/- (Rupees One Lakh Only) And Rs.50,000/- (Rupees Fifty Thousand Only) Deposit for State Electricity Board Electrification Charges to be paid to **Pitambara Infra Projects LLP** before the finishing stage of the apartment and various other charges detailed in this Agreement. 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 liveable from time to time in relation to the Apartment and/or the Project, would be payable by the Buyer on pro-rata basis in accordance with the Plot Area/ Saleable Area or Sale Consideration Amount as the case may be for the purposes of this Agreement, "Tax", "Taxes" or "Taxation" means all forms of taxation, charges, duties, levies, cess, fees, service tax, value added 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 Apartment, the shall same be borne by the Buyer in proportion to the Plot Area/ Saleable Area/ Sale Consideration as the case may be and shall be payable immediately as and when demanded by the Parties of the First Part.

4. PAYMENT

4.1 The consideration is to be paid by the Buyer to the Parties of the First Part 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) through Cheque No. dated drawn on Bank, Jhansi. 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. Our Project is approved by Punjab National Bank & ICICI Bank which would process your loan application within a reasonable period subject to your submission of required documents. In case you wish to avail loan from any other bank and a delay happens in processing your loan for whatsoever reason, we shall under, no circumstances, be held responsible for delay in your installment.

4.4 The Buyer agrees and acknowledges that the Parties of the First Part is under no obligation to send demands/reminders for payments of the balance sale consideration. Provided that in the event the Parties of the First Part issues a demand, any such demand for payment shall be sufficiently made by dispatching a notice bearing the 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 parties of the First Part's rights to terminate this Agreement, the Buyer shall be required to pay interest at the rate of 15% per annum from the due date (in respect of such amount) 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 installment(s) or other payments required to be made in accordance with the Payment Plan, together with any applicable interest within a period 90 day from the due date, the Parties of the First Part shall, without prejudice to any other rights of the Parties of the First Part under law or equity, have the right to terminate this Agreement forthwith. Upon any such termination of this Agreement, the Buyer shall not be entitled to any rights, title, lien, claims or demands whatsoever against the Apartment or the Parties of the First Part. Any amount deposited or paid by the Buyer toward the Apartment shall be refunded by the Parties of the First Part (to the Buyer), after deduction of and retention of the Earnest Money (received pursuant to the Allotment letter) together with all costs, expenses, taxes and service charges and all other necessary administrative and other charges as maybe specified by the Parties of the First Part. The said amounts (net of all deductions, as specified above) shall be refunded (without any interest payments thereon) by the Parties of the First Part to the Buyer within 120 days.

4.8 Refund of Payments :

Upon the termination of this Agreement, any amount deposited or paid by the Buyer to the Parties of the First Part 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, together with any brokerage (if any) payable in relation to the sale of the Apartment to Buyer, as maybe specified by the Parties of the First Part. Provided however, that:

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

- i) The Parties of the First Part shall be entitled to deduct and retain an earnest Money deposit equivalent to 10% of the total consideration, 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 Parties of the First Part, each of the encumbrances, claims, outstanding and

- dues from the Buyer to any party in relation to the Apartment, and obtain clearances (from all such persons) in relation to the same to the satisfaction of the Parties of the First Part,
- iii) Where any loan facility is availed of by the Buyer, the Buyer shall obtain and provide to the Parties of the First part 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 Parties of the First Part that any such termination by the Buyer shall not result in any liability of the Parties of the First Part 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 Parties of the first Part in relation to any undisclosed encumbrances, claims, outstanding and dues to the Parties of the First Part.

It is hereby clarified that any refund / release of any amount by the Parties of First Part to the Buyer shall be made by the Parties of the First Part 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 Parties of the First Part shall be free to sell the apartment 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 or A/c Payee cheque/s in favour of "THE COURTYARD ESCROW ACCOUNT" Payable at Jhansi. The reverse of each cheque/ DD shall record the Apartment unit number as well as name and telephone number 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 payments. The dishonor of the demand draft/ pay order/cheque for any reason, shall entitle the Parties of the First Part 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 Parties of the first Part against delivery of every demand draft/ pay order/cheque issued by the Buyer, subject to the clearance of the 4.13 if the security of the said Premises subject to the clearance of the said demand draft/pay order/ cheque.

4.13 If the Purchaser/s seeks a loan financial institutions or banks or any 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 Purchases/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 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 apartment or , including in favour of the Buyer's Bank will require the consent of the Parties of the First Part which consent shall not be unreasonably withheld.

5 POSSESSION OF APARTMENT

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 Apartment in the Project making timely payment, the Parties of the First Part shall endeavor to complete the construction of the Apartment in 24 months nearby March 2019. Auto extension for 6 months. However, any structural or finishing defects such as water seepage, cracks, loose fittings, pop withering, etc. arising within a period of six months from the date of offering of possession shall be taken care of by the builder.

5.2 The Parties agree and acknowledge that where the completion of the construction of the apartment and/or the handing over of the possession of the Apartment is delayed by any reasons beyond the control of the possession of the apartment is delayed by any reasons beyond the control of the Parties of the First Part, including without limitation Force Majeure, then no claim whatsoever by way of any damages/ compensation shall lie against the Parties of the First Part and the Buyer here by 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 Parties of the First Part shall be entitled to a reasonable extension of time for handing over possession of the said Apartment to the Buyer. For the purposes of this Agreement over possession of the said Apartment to the Buyer. For the purposes of this agreement "**force Majeure**" shall mean any event or circumstances 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 if the Parties of the First Part; and
- (ii) Are beyond the control of the Parties of the First Part; 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 of 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 Government 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 Parties of the First in any proceeding.

5.3 Without prejudice to the above, it is hereby agreed that possession of Apartment shall be delivered by the Parties of the First Part to the Buyer only upon registration of the Sale Deed and the Parties of the First Part, 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 parties of the First Part together with all applicable interest (including for any delays), and all Taxes.

5.4 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 apartment for reasons attributable solely to the parties of the First Part, 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 apartment is offered to the Buyer, Further, all payments toward the delay charges, as due from the Parties of the First Part, would be adjusted from payments due to the Parties of the First Part from the Buyer at the time of the final settlement thereof. Provided specifically that, the Parties of the First Part shall be entitled (without the payment of any delay charges) to not offer possession of the independent Apartment to the Buyer till all amounts due and payable by the Buyer to the Parties of the First Part, 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 Rs. 5/- per sq. ft. per month calculated on Built-up area of the apartment for the period of delay.

5.5 The Buyer shall take possession of the Apartment 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 calculated on typical Built-up area of the independent Apartment for the entire period the Buyer does not take actual physical delivery of the Apartment. Not a. le when the buyer has cleared all his dues before the possession date provided, specified hereunder. Where Buyer omits. Fails, refuses and/or neglects to take possession of the said Apartment from the Parties of the First Part for any reasons whatsoever, the Apartment shall be held by the Parties of the Parties of the First Part at the risk and cost of the Buyer.

5.6 Subject to Clause 5.6 above, in the event of the Buyer fails 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 possession of the Apartment upon expiry of 30 days of offer of possession by the Parties of the First Part and the Buyer shall be liable for the payment of monthly maintenance charges of any other Taxes, livable or applicable in relation to the apartment and the Parties of the First Part shall not be responsible for any loss or damages to the finishes, fittings and fixtures in the apartment on account of such failure to take possessions.

5.7 The Parties agree and acknowledge that the saleable Area of the Apartment is subject to variation and change to maximum extent of 5%, at the time of the delivery of possession of the Apartment to the Buyer. No claim, demand, suit and/or litigation shall be raised by the Buyer in relation such variation on the Saleable Area, and the Buyer hereby waives all right in relation to the same.

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

5.9 Once the buyer has paid all their installments and dues, and the First Part, has completed the construction and finishing as per what was mentioned to the buyer. The First Part will give the physical possession of afore said Apartment to the buyer. The buyer then agrees by signing this agreement that this act of his/her, is an acknowledgment to receiving the full possession of the said apartment and that he/she also agree that receiving the occupation certificate and completion certificate from JDA is not necessary to him/her and it is thus considered that the First Part has given possession of the afore said apartment the buyer. It is also therefore understood that the buyer for need of occupation certificate or completion certificate will not take the first part into any legal battle.

6. OWNERSHIP AND TRANSFER

6.1 The Parties of the First Part Shall, subject to the Buyer having paid the entire consideration and other charges and dues to the parties of the First Part as per the payment plan, execute the Sale Deed in favour of the Buyer for the Apartment as per applicable laws, including inter alia the rules and regulation.

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 space of the apartment allotted to the Buyer, the Buyer shall have no proprietary title or interest over any common area (the "**Common Area**"). Provided that the Buyer shall, subject to the payment (to the Parties of the First Part) of all of maintenance charges have easementary right of use of the common Area. However, all such common Area and facilities shall remain the property of the parties of the First Part, 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 law. Provided further that any club, swimming pool, open spaces, public amenities, business lounges, shopping Centre 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 Parties of the First Part.

6.4 The Buyer agrees and undertaking to co-operate with the Parties of the First Part at all times, and shall, from time to time, sing and execute all applications, papers, documents, maintenance agreement and other relevant papers, do all the acts, deeds and things as the Parties of the First Part may require for the purposes of giving effect to the terms of this Agreement, and for safeguarding the interests of the Parties of the First Part and other Apartment Owners, in relation to the "**THE COURTYARD**" Project.

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 Parties of the First Part and on clearing all dues and outstanding payable the Parties of the first part in terms hereof, till that date. The Parties of the First Part may, at its sole discretion, permit such substitution and assignment on such terms and conditions as the Parties guidelines issued by JDA Authority, Jhansi if any, in this regard. It is hereby agreed that all applicable administrative transfer charges as prescribed by the Parties of the First Part for such substitution and assignment including toward the execution if 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 Apartment by the Buyer, whether by means of a sale, assignment, disposal or otherwise or any rights therein, shall be subjects to applicable laws, in particular, rules and regulations of JDA Authority, Jhansi.

7. MAINTENANCE OF THE “THE COURTYARD” PROJECT, MAINTENANCE CHARGES AND OTHER PAYMENTS

7.1 The Parties of the First Part shall provide the requisite common area maintenance service within the projects which shall broadly include operation and maintenance of lifts, power backup and generator systems, fire-fighting system, garbage disposal and upkeep of common areas, water supply, sewerage system and drainage system, lighting facilities for common areas, maintenance and upkeep of driveway roads, pathways, boundary walls/fencing, horticulture, provision of general watch and ward within the “THE COURTYARD” project and common installations/ equipment/machines in the project (collectively referred to as “**Maintenance Service**”) further, it is clarified that the cost of the individual electric meter, water and sewer connection charges, provision for external electrification and firefighting installation and equipment, power backup and charges for operation of generator sets, club membership/usage of club facilities, IFMS, TV and internet cabling, basement store if any, open and covered car parking charges(applicable for apartment owners)etc. are not included in the basic sale price and will be chargeable extra.

7.2 It is hereby agreed that the Parties of the First Part shall be entitled to undertake the provision of the Maintenance Service 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 Service (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 Parties of the First Part to the Buyer. The maintenance of the building for first 3 years will be done by the first part and then after the maintenance would be handed over to the co-operative society or maintenance agency.

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 Service in the project (if so required by the Maintenance Agency), prior to the Buyer Taking possession of the apartment. The Maintenance Agreement may inter alia specify the Maintenance Service to be provided in relation to the apartment and the project and the applicable Maintenance Charges Payable by the Buyer in respect of the same.

7.4 The Buyer agrees and undertakes to pay all the applicable property tax and other taxes as assessed by any Government in respect of the apartment directly to such authority.

7.5 The Parties agree that the structure of the building(s) in “THE COURTYARD” Project may be required to be insured against fire, earthquake and 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 apartment (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 apartment) at the Buyer’s own cost.

8. USE OF THE APARTMENT 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 Apartment which may cause or tend to cause damage to any apartment adjacent to apartment 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 apartment, or carry out any decoration, change or alteration in any portion of the exterior elevation or design of the Apartment.

C). To make any alteration 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 apartment which, in the opinion of Parties of the First Part, 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 façade of exterior of the Apartment as specified hereinbefore.

D). To put up any name or signboard, publicity or advertisement material outside the apartment or anywhere in the common areas without prior permission of the Parties of the First Part 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 "THE COURTYARD" Project.

F). The Buyer will ensure that all dirt, refuse and waste is properly transported out in covered cans/bags.

G). To demolish, make or cause to be made any additions or alterations or unauthorized constructions of whatsoever nature to the said apartment 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, firefighting systems will have to be observed / maintained.

H). To divide or sub-divide the Apartment in any manner, which is at all times required to remain a single family Apartment or to do any commercial activity.

I). Store / stock / bring into / keep in the said apartment 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 Apartments, and/or the assets of the other occupants or the equipment's in the "THE COURTYARD" Project.

J). 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 Apartment or the project or any part thereof. Further, the Apartment shall not be used in a manner which will be a nuisance or be obnoxious to the other occupants of the "THE COURTYARD" project. The Buyer shall nor 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 Apartments and the "THE COURTYARD" Project.

B). The Buyer shall adhere to and abide by all laws, bye-laws, rules and regulation of any Government having jurisdiction including the provisions of any other laws applicable earlier or made applicable hereafter to the said Apartment / Project and as maybe amended from time to time and to pay all applicable Taxes as maybe due, in respect of the Apartment, and in respect of the plot and/or the project in proportion to the plot area/Saleable Area of the Apartment.

C). The Project shall always be known as “THE COURTYARD” and the same shall not be changed by any association or society of the Apartment owners or any other person’s. Further, at all times, the name of the “The Courtyard” Project and the name of the Parties of the First Part shall always be displayed at prominent place/s inside the Project. The copyright/trade mark/property mark and all intellectual Property Including the words “**THE COURTYARD**” whether registered or not, shall always remain and vest with the Parties of the First Part 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 that the execution of this Agreement is subject to the terms and condition, 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 condition, restrictions and limitations.

9.2 Any delay or indulgence by the Parties of the First Part 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 Parties of the First Part 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 Parties of the First Part.

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, email 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:

B. in the case of a Notice to the Parties of the First Part at:

Attention: Manager Sales, Pitambara Infra Projects LLP, Jhansi – Kanpur Road, Near Bharat Petrol Pump,, Jhansi (U.P.) email: pitambaraindiainfrabuild@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 charges, 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 Apartment jointly, all communications shall be sent by the Parties of the First Part 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, licences and permissions including from any Government, in relation to the purchase of the independent Apartment 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 Parties of the First Part 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 Parties of the First Part 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 Parties of the First Part shall not be responsible toward any such third party and such third party shall not have any right in Independent Apartment, except as may be specifically consented to by the Parties of the First Part.

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 annexures 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 to any third party without the prior written consent of the Parties of the First Part. 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, Pitambara Infra Projects LLP 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 Parties of the first part shall be entitled to encumber the project together with all Apartments, 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 Apartment 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 term of this agreement shall override and Prevail and this Agreement shall be 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 Parties of the first Part 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. property including the words “THE COURTYARD” whether registered or not, shall always remain and vest with the Parties of the First Part 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.

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

SIGNED AND DELIVERED BY PITAMBARA INFRA PROJECTS LLP

PITAMBARA INFRA PROJECTS LLP	ANOOP AGARWAL	ARUN AGARWAL		
Parties of the First Part	Other Land Owner	Other Land Owner		
First Part	Second Part	Second Part	Allottee	Co-allottee

IN THE PRESENCE OF FOLLOWING WITNESSESS:

(Witness 1)

(Witness 2)

Signature
 Name.....
 Address.....

Signature
 Name.....
 Address.....

ENCLOSED:

- Annexure – A: PAYMENT PLAN
- Annexure – B: SPECIFICATIONS SHEET
- Annexure – C: LAYOUT OF APARTMENT

Construction Linked Plan

S no.	Schedule of Payment	Percentage of Sale Price	Service tax/GST	Other Charges
1	Booking	10 L	Service TAX as Applicable	
2	On Commencement of Ground Floor Slab	8%	Service TAX as Applicable	25% of Parking
3	On Commencement of 1st Floor Slab	8%	Service TAX as Applicable	25% of Parking
4	On Commencement of 2nd Floor Slab	8%	Service TAX as Applicable	25% of Parking
5	On Commencement of 3rd Floor Slab	8%	Service TAX as Applicable	
6	On Commencement of 4th Floor Slab	8%	Service TAX as Applicable	
7	On Commencement of 5th Floor Slab	8%	Service TAX as Applicable	
8	On Commencement of 6th Floor Slab	8%	Service TAX as Applicable	
9	On Commencement of 7th Floor Slab	8%	Service TAX as Applicable	
10	On Commencement of Brickwork	8%	Service TAX as Applicable	100% of Security Deposit for
11	On Commencement of Finishing (Flooring+Plumbing+Electrical)	15%	Service TAX as Applicable	
12	At the Time of Possession	5%	Service TAX as Applicable	

SPECIFICATIONS

FLOORING: - 4'*2'²/₃*3' GVT Tiles Marble Finish Kajaria or Somany Make.

DADO: - Glazed/Ceramic Tiles full height in Bathroom and 2'0" height above kitchen slab in appropriate color & Finish.

EXTERIOR PAINT: - PU Finish Waterproof Coating on Walls.

KITCHEN: - Complete modular kitchen with advanced fixtures. Kitchen slab in Granite Stone. Water and power supply for Washing Machine & fridge to be provided.

DOORS & WINDOWE: - Branded Flush Door with solid frames and lock Fixtures.

Windows' will be full height Jindal or equivalent made aluminum section with fixture & mosquito net.

PLUMBING: - CPVC Fitting ASTRAL or VECTUS Made. Heavy PVC Pipe to be used for all Plumbing Purposes.

TOILET: - JAQUAR/KOHLER made Sanitary and C.P fittings.

ELECTRCAL: - Multi standard electrical (copper) wiring to use as I.S. code. Havells or equivalent switches with equivalent Switch, plates, circuit to have appropriates make TV, Telephone points will be provided in drawing, Diving & all bed rooms.

LIFTS: - Lift will be branded Stainless steel, exterior & interior or will be provided for access to all floors.

WATER TANK: - Underground water tank with pump house and tube well for uninterrupted water supply.

CLUB HOUSE: - Club House with Kids Swimming Pool with Changing Room, GYM with treadmill and elliptical will be provided.

TERRACE: - Terrace will have a Mandir, a Meditation Room and a sit out zone, with a walking path..

POWER BACKUP: - All Lights and fans points will be backed up with generator with an AC point in Master Bedroom.

2 lifts will be 24 hour's power backup.

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3BHK - 1988 SQ.FT



- 1. VESTIBULE = 7' 4" X 5' 5"
- 2. LIVING ROOM = 25' 7" X 11' 5"
- 3. DINING AREA = 10' 10" X 12' 10"
- 4. KITCHEN = 10' 6" X 6' 0"
- 5. STORE ROOM = 7' 0" X 5' 8"
- 6. UTILITY BALCONY = 7' 3" X 4' 9"
- 7. BEDROOM 1 = 12' 5" X 10' 6"
- 8. BATHROOM 1 = 6' 0" X 4' 1"
- 9. BEDROOM 2 = 12' 10" X 11' 8"
- 10. BATHROOM 2 = 8' 4" X 6' 0"
- 11. BEDROOM 3 = 15' 9" X 12' 10"
- 12. BATHROOM 3 = 8' 2" X 6' 0"
- 13. TEMPLE
- 14. BALCONY



Construction Linked Plan

S no.	Schedule of Payment	Percentage of Sale Price	Service tax/GST	Other Charges
1	Booking	10 L	Service TAX as Applicable	
2	On Commencement of Ground Floor Slab	8%	Service TAX as Applicable	25% of Parking
3	On Commencement of 1st Floor Slab	8%	Service TAX as Applicable	25% of Parking
4	On Commencement of 2nd Floor Slab	8%	Service TAX as Applicable	25% of Parking
5	On Commencement of 3rd Floor Slab	8%	Service TAX as Applicable	
6	On Commencement of 4th Floor Slab	8%	Service TAX as Applicable	
7	On Commencement of 5th Floor Slab	8%	Service TAX as Applicable	
8	On Commencement of 6th Floor Slab	8%	Service TAX as Applicable	
9	On Commencement of 7th Floor Slab	8%	Service TAX as Applicable	
10	On Commencement of Brickwork	8%	Service TAX as Applicable	100% of Security Deposit for
11	On Commencement of Finishing (Flooring+Plumbing+Electrical)	15%	Service TAX as Applicable	
12	At the Time of Possession	5%	Service TAX as Applicable	

