

SALE DEED

1. **Type of Property:** Residential Plot No. E-23
2. **District & Tehsil :** Mathura
3. **Situated at:** Mauja Sakraya Bangar, Tehsil & District Mathura
4. **Road Situation :** to be filled
5. **Consideration Rs.:** 16,00,000
6. **Government Value :** to be filled
7. **Stamp Paid for Rs. :** to be filled
8. **Government Rate of land** 3500/- per sq. meter on Page No 22 Sr. No. 196 B-Code 1086
9. **Sub Registrar, 1st Mathura**

THIS SALE DEED is made and executed at Mathura, Uttar Pradesh on ___ day of _____, 2017

By

Brajhumi Nirmaan Private Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at PTI Building, 7th Floor, Block DP-9, Sector – V, Salt Lake, Kolkata – 700091, Police Station – Electronics Complex PS, Post Office – Sech Bhavan (**PAN - AACCH3906K**), represented by its authorized signatory Mr. Manoj Kumar, duly authorized vide Board Resolution dated _____, hereinafter referred to as the “**Developer**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

And

1. **Rosewood Agencies Private Limited**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at PTI Building, 7th Floor, Block DP-9, Sector – V, Salt Lake, Kolkata – 700091, Police Station – Electronics Complex PS, Post Office - Sech Bhawan, having its Income Tax PAN - AAECR2532B, represented by its authorised signatory, Mr. Kuldeep Kumar Kaul, duly authorized vide Board Resolution dated _____,
2. **Mayapur Commercial Private Limited**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at PTI Building, 7th Floor, Block DP-9, Sector – V, Salt Lake, Kolkata – 700091, , Police Station – Electronics Complex PS, Post Office - Sech Bhawan, having its Income Tax PAN - AAGCM4204K, represented by its authorised signatory, Mr. Kuldeep Kumar Kaul, duly authorized vide Board Resolution dated _____,
3. **Neobeam Agents Private Limited**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at PTI Building, 7th Floor, Block DP-9, Sector – V, Salt Lake, Kolkata – 700091, , Police Station – Electronics Complex PS, Post Office - Sech Bhawan, having its Income Tax PAN - AACCN9458L, represented by its authorised signatory, Mr. Kuldeep Kumar Kaul, duly authorized vide Board Resolution dated _____,
4. **Nexus Vintrade Private Limited**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at PTI Building, 7th Floor, Block DP-9, Sector – V, Salt Lake, Kolkata – 700091, , Police Station – Electronics Complex PS, Post Office - Sech Bhawan, having its Income Tax PAN - AADCN2204R, represented by its authorised signatory, Mr. Kuldeep Kumar Kaul, duly authorized vide Board Resolution dated _____,

The above mentioned party no. 1 to 4 are hereinafter referred to as the “**Owners**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees

And

in favour of

Ms Richa Sharma, D/o Mr. Arun Kumar Sharma, by faith Hindu, residing at **H-4075, Gaur Green City, Plot No.8, Vaibhav Khand, Indirapuram, Ghaziabad - 201014.**, Police Station – Indirapuram, Post Office – Indirapuram, having his Income Tax PAN –**BIUPS3719R & Aadhar no.**_____.

And

Mrs. Anju Sharma, W/o. Arun Kumar Sharma, by faith Hindu, residing at **H-4075, Gaur Green City, Plot No.8, Vaibhav Khand, Indirapuram, Ghaziabad - 201014.**, Police Station – Indirapuram, Post Office – Indirapuram, having his Income Tax PAN –**BTGPS8042E & Aadhar no.**_____.

(Hereinafter referred to as “**Purchaser/s**”, includes successors-in-interest).

[The Developer, Owners and Purchaser/s shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.]

WHEREAS:

- A. The Owners as mentioned above are the absolute and lawful owners of 37.8305 acres land total admeasuring 153094.6 square meters situated at village Sakraya Bangar, Vrindavan, Police Station Vrindavan, District – Mathura, Uttar Pradesh (hereinafter referred to as the “**Total Land**”) morefully described in Part I of **Schedule A** hereto. The Owners have purchased the Total Land vide sale deed(s) as mentioned in **Schedule -B** (Devolution of Title). The Owners and the Developer have entered into a Development Agreement dated 15.02.2016 for development of land admeasuring 16.03 acres (hereinafter referred to as the “**Said Project Land**”) for plotted development by obtaining a master layout plan, development of plots along with associated infrastructure like common roads and walkways, electricity and water connection, drainage and sewage management, together comprising the project known as “**Mayavan Plots**” (hereinafter referred to as the “**Said Project**”) . The Owners have permitted and granted right to the

- Developer to develop the Project and allot in the individual plots and other saleable spaces in the Said Project unto Purchasers. .
- B. The Mathura Vrindavan Development Authority (“MVDA”) has granted the permission to develop the Said Project vide approval dated 15.05.2017 bearing No. 16/V/14-15 and 15/V/14-15 and the Developer has obtained the final layout plan approvals for the Said Project from Mathura Vrindavan Development Authority.
- C. The Said Project is a residential Said Project, comprising 230 plots, EWS / LIG Units and other common amenities and facilities more particularly shown in **Schedule–C hereto**.
- D. The Purchaser/s had applied for a plot in the Said Project on _____ and has/have been allotted Plot No. _____ having an area of _____ square yards in the _____ (hereinafter referred to as the “**Said Plot**” more particularly described in **Schedule-D**) on the terms and conditions of allotment and on an agreed consideration;
- E.
- F.
- G. The Parties have gone through all the terms and conditions set out in this Deed and understood the rights and obligations detailed herein;
- H. The Allottee/s acknowledges that the Promoter and the Owner have readily provided all information, clarifications as required by the Allottee/s. The Allottee/s has prior to execution of this Deed, also inspected all documents pertaining to the Said Project as well as all approvals and sanctions, obtained legal advice, made enquiries and has fully satisfied itself in all respects, with regard to the right, title and interest of the Promoter and the Owners in the Said Project. Furthermore, the Allottee/s acknowledges and declares that he has agreed to purchase the Plot entirely upon his own independent enquiry and investigation;
- I. The Parties hereby confirm that they are signing this Deed with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Said Project;
- J. The Purchaser/s having paid such consideration and the Said Plot being ready for handover, the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Deed and all applicable laws, are now willing to enter into this Deed on the terms and conditions set out hereinafter;
- K. In accordance with the terms and conditions set out in this Deed and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Purchaser/s hereby agrees to purchase the Said Plot.

NOW, THEREFORE, THIS SALE DEED WITNESSETH AS FOLLOWS:

1. Subject Matter of Sale Deed:

1.1 Transfer of Said Plot: Terms and conditions for transfer of:

- 1.1.1 **Said Plot:** Plot No...., measuring an area of **250** Square-Yards, more or less, described in the **Schedule D** hereto (“**Said Plot**”) forming part of the said Project named “**Mayavan Plots**” (**Said Project**) being developed on a demarcated portion of piece or parcel of land containing an area of **16.03 Acres**, fully described in **Part II of Schedule A (Said Project Land)** forming part of the Land measuring **37.8305 Acres (Total Land)**, be the same a little

more or less, comprised in several Khata Nos. 8, 12, 113 and 235, appertaining to Khasra Nos. 2238 and 2300, situated at Sakraya Bangar, Vrindavan, Police Station - Vrindavan, District – Mathura, Uttar Pradesh, fully described in Part I of **Schedule A** hereto.

1.1.2 Easement Rights: The undertaking of the Purchaser/s to the Developer that notwithstanding anything contained in this Deed, the Purchaser/s has no objection and shall under no circumstances have any objection to the Developer (1) Extend the said Project or add further phases to the total land (2) The Purchaser shall use all sewers, drains and water lines only in common with the other Purchaser/s of the Project, and permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them being services for the common benefit and use of all allottees in the Said Project and shall not commit and/or do any act or deed which may result in obstruction and/or hindrance in use, enjoyment and access of any common areas, amenities and facilities by other allottees in the said Project.

2. Representations of the Owner and the Developer:

2.1 **Absolute Ownership:** The Owners have represented to the Purchaser/s that by virtue of the events and in the circumstances mentioned in Schedule B (“Devolution of Title”), the Owners are the Joint Owners of the Said Project Land, free from all encumbrances and the Owners are in peaceful possession thereof and that its title thereto is good, marketable, and subsisting, and has the power to convey the same.

2.2 The Developer and Owners are fully competent to enter into this Agreement.

2.3 The Developer has developed the Said Project with the requisite approvals from the Competent Authorities and was within its rights to do so;

2.4 There are no encumbrances on the Said Project Land that the Owners or the Developer are aware of;

2.5 There are no litigations pending before any Court of Law with respect to the said Project Land or the said Plot;

2.6 All approvals, licenses and permits issued by the Competent Authorities with respect to the Said Project Land and the said Plot are valid and subsisting and have been obtained by following the due process of law. Further, the Owners and the Developer have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Said Project Land, Plot and the Common Areas until handover of the same, including the land comprised in the Said Project Land, in favour of the Association of Allottees on formation of the same;

2.7 The Owners and the Developer have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any other person or

party with respect to the said Said Plot, which will, in any manner, affect the rights of the Purchaser/s under this Deed of Conveyance entered into with respect to the Said Plot.

- 2.8 The Said Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor, and/or no minor has any right, title, and claim over the Said Project Land;
- 2.9 No notice from the government, or any local body, or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the Said Project Land) has been received by or served upon the Developer in respect of the Said Project Land.
- 2.10 The Developer shall rectify all reasonable construction related defects in the said Specified Facilities, if any, brought to the notice of the Developer, at its own cost and effort, within five years year from the date of possession, within thirty days of such information being received by the Developer, unless prevented by force majeure. The Developer at no circumstances shall be responsible to rectify any defect in any modification or up gradation of any specification done by the any allottee or its agents but shall be restricted to the rectification of the original construction done by the Developer only. If for some reason the Purchaser/s expresses dissatisfaction in this regard, the same will be referred to the Project Architect whose decision, with regard to satisfactory rectification of the same shall be final and binding on the Parties. The Purchaser/s, upon expiry of the above said period of defects liability, shall have no claim against the Developer in respect of any defect in the Specified Facilities under any circumstances. It is clarified that the above said responsibility of the Developer, shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by any allottee or his/her/their its nominee/agent, (c) cases of force majeure (d) failure to maintain the amenities/equipments (e) accident and (f) negligent use.
- 2.11 The Developer has registered the Said Project under the provisions of the Act with the Real Estate Regulatory Authority at Mathura on 31.07.2017 under Registration No. UPRERAPRJ7044
- 2.12 **Scheme:** The Developer has formulated a scheme for sale of the Plots and other spaces in the Said Project to prospective Purchaser/s, as mentioned below:

Development of Total Land: The Developer intends to develop the Total Land in due course and shall also extend/add phases as mentioned in point 1.1.2. For the Said Project, the Developer has adopted the following scheme:

- (i) The Said Project i.e. Mayavan Plots has been earmarked on a demarcated portion of the Total Land (i.e. the Said Project Land).
- (ii) The Plots within the Said Land have been carved out by the Developer as per the plan approved by the Mathura Vrindavan Development Authority for selling the same to the

intending allottees/s who shall construct residential houses only at his or her own costs after obtaining approval for the said construction and upon obtaining a sanctioned plan as per the bylaws of MVDA and other sanctioning authorities and also with the prior written approval from the Developer.

- (iii) The Developer at its costs has developed **Specified Facilities** mentioned in **Schedule C** which shall be used in common by all the allottees of the said Project.
- (iv) The Building constructed on the said plots shall be for the exclusive use for residential purposes only and shall not be open for use for commercial and/or industrial or any other use.

3. CONVEYANCE

3.1 The Owners, hereby grants, conveys, sells, transfers and assigns to the Purchaser/s the Said Plot and all its estate, right, title, interest and claim therein, whether held in law or in equity, and the possession thereof, together with all liberties, easements, privileges, rights, advantages and appurtenances attached thereto, to have and to hold the same, absolutely and forever, and the sale whereof the Developer hereby confirms upon receipt of a sum equivalent to the Consideration (*as hereinafter defined*),

3.2 Immediately upon the registration of the Deed, the Purchaser/s shall cause change of ownership of the Said plot in the records of MVDA and/or any other appropriate authority by obtaining mutation in his or her name.

3.3 The amount for calculating stamp duty for this Deed, shall be the sum total of the entire consideration paid to the Developer by the Purchaser/s that is Rs. _____/- (Rupees _____ Only) and the sum of Rs. _____ /-(Rupees _____ Only) is herewith paid towards the stamp duty.

4. CONSIDERATION

4.1 The total sale consideration for the sale of the Schedule B Property is Rs. _____/- (Rupees _____ Only) ("**Consideration**") and the payment of the Consideration has been made by the Purchaser/s to the Developer as detailed in the "Receipt for consideration provided at the end of the Deed and thereby, the Developer acknowledges the receipt of the sum of Rs. _____(Rupees _____ Only) being the entire Consideration from the Purchaser/s..

4.2 Stamp Duty, Deficit Stamp Duty if any, Registration Fees, Legal Fees and other incidental expenses in connection with the registration of Sale Deed will be payable separately by the Purchaser/s.

5. MAINTENANCE OF THE SAID PROJECT

5.1 The Developer shall maintain the common areas, services and facilities in the Said Project till the hand over of the maintenance of the said Project to the association of the Purchaser/s. The Developer may hand over management and upkeep of all the Common Area Facilities to a professional facility management organization (**Facility Manager**) till the taking over of the maintenance of the said Project by the association of the Purchaser/s.

It is clarified that:

- a) until the formation of the Association and its taking charge of the acts relating to maintenance of Common Area Facilities, the Developer or its nominee or the Facility Manager shall operate, manage and render specified day to day services with regard to the Specified Facilities and the Purchaser/s shall regularly and punctually pay to the Developer or its nominee the maintenance charges and common expenses and the Purchaser/s shall remain liable to the Developer/Facility Manager/Association for all unpaid dues, claims and demands arising as against the Purchaser/s;
- b) the Association shall be formed by the Purchaser/s for operation, management and maintenance of the Common Area Facilities and the Purchaser/s shall be made the members thereof;
- c) the Purchaser/s shall bear and pay the proportionate costs of the formation and the expenses of the Association and shall sign and execute all papers, documents and applications for the purpose of formation of the Association and also execute all deeds and declarations as may be deemed proper or necessary therefore including the declaration of membership and/or right and interest of the Purchaser/s in the Said Project as and when the occasion will arise;
- d) at the time of handing over the charge to the Association or to the Purchaser/s as the case may be the Developer or the Facility Manager shall also transfer the residue then remaining of the deposits made by the Purchaser/s for the common purposes after adjusting all amounts then remaining due and payable by the Purchaser/s and the amounts thus transferred shall be held by the Association or the Purchaser/s to the account of the Purchaser/s respectively for the purpose thereof. With effect from the date of formation of the Association and its taking charge of the acts relating to the operation, management and maintenance of the Specified Facilities, all the employees of the Developer or the Facility Manager having appointment as on such date for such purposes such as watchmen, security men, caretaker etc. shall be employed and/or absorbed by the Association or the Purchaser/s with continuity of service with effect from such date.
- e) The rules, regulations and/or bye laws of the said Association shall not be inconsistent with the rights and interests of the Owners/Developer.

5.2 The Purchaser/s shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Developer/Facility Manager/the Association (upon formation), such bills being conclusive proof of the liability of the Purchaser/s in respect thereof. The Purchaser/s further admits and accepts that (i) the Purchaser/s shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (ii) the Common Expenses/Maintenance Charges shall be subject to periodic escalation .

If the Purchaser/s fail to co operate or fail to participate towards the formation of Association and due to the said reason if no such Association is formed, then, the Purchaser/s shall be liable to pay to the Developer the costs for meeting the following failing which, the Developer shall have no obligation to maintain the common areas, services, amenities and facilities,

- (i) expenses for maintenance of pump sets, generators and other machinery, sanitary and electrical connections in the common areas;
- (ii) electricity consumption charges for running all common services and lighting the common areas, basement and all open areas and water consumption charges of the Said Plot;
- (iii) costs of replacement of electrical fittings and bulbs in all common areas, corridors, basement and open places;
- (iv) expenses for maintenance of the Said Plot and the land surrounding thereto, white washing and colour washing of common areas, external areas compound wall;
- (v) expenses incurred for maintenance of landscape and garden areas;
- (vi) Salaries and wages payable to the property manager, security guards, lift operators, plumbers, electricians, gardeners, pumps and generator operators etc. if appointed.

5.3 **Payment of Maintenance Charge:** The Allotee/s shall regularly and punctually pay the proportionate share (“**Maintenance Charges**”) in the common expenses for maintenance and upkeep of the Specified Facilities, indicatively described below (collectively **Common Expenses/Maintenance Charges**) to the Developer/Facility Manager/Association as the case may be.

(Common Expenses/Maintenance Charges)

Association	:	Establishment and all other operational expenses of the Association.
Common Utilities	:	All charges and deposits for supplies of common utilities.
Electricity	:	All charges for the electricity consumed for the operation of the common machinery and equipment.

Fire fighting	:	Costs of operating the fire-fighting equipment and personnel, if any.
Maintenance	:	All costs for maintaining, operating, repairing, re-constructing, lighting and renovating the Specified Facilities, including the exterior or interior (but not inside any Plot) walls.
Operational	:	All expenses for running and operating all machinery, equipment and installations comprised in the Specified Facilities, including lifts, pumps and other common installations including, their license fees, taxes and other levies (if any) and the lights of the Specified Facilities.
Rates and taxes	:	Municipal Tax, Water Tax and Other levies in respect of the Said Project save those separately assessed on the Purchasers.
Reserves	:	Creation of fund for replacement, renovation and other period expenses.
Staff	:	The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, clerks, security personnel, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.
Insurance	:	All expenses for payment of the premium and other costs and charges for insurance of the said Project.

6. COVENANTS OF THE PURCHASER/S

- 6.1 The Purchaser/s agrees to own the Said Plot sold hereunder in common with the other allottees of the remaining portions of the Said Project Land. Upon execution of this Deed in favour of the Purchaser/s, the Purchaser/s shall be entitled to the rights and be bound by the obligations set out in Schedule E attached hereto in respect of the ownership and usage of Said Plot.
- 6.2 The Purchaser/s have gone through all the terms and conditions set out in this Deed and understood its rights and obligations detailed herein including the Specified Facilities being received by it;
- 6.3 The Allottee/s acknowledges that the Promoter and the Owner have readily provided all information, clarifications as required by the Allottee/s. The Allottee/s has prior to execution of this Deed, also inspected all documents pertaining to the Said Project as well as all approvals and sanctions, obtained advise, made independent enquiries and has fully satisfied itself in all respects, with regard to the right, title and interest of the Promoter and the

- Owners in the Said Project. Furthermore, the Allottee/s acknowledges and declares that he has agreed to purchase the Plot entirely upon his own independent enquiry and investigation;
- 6.4 The Purchaser/s hereby confirm that they are signing this Deed with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Said Project;
 - 6.5 The Purchaser/s shall perform and fulfill all the covenants, stipulations, conditions and obligations of the Purchaser/s as contained in Schedule E.
 - 6.6 On and from the date of execution hereof, the Purchaser/s shall pay all rates, taxes and outgoings, including municipal tax, surcharge, land revenue, levies, cess, wholly in respect of the Said Plot and proportionately in respect of the Said Project Land.
 - 6.7 In the event of any default on the part of the Purchaser/s to pay the proportionate share of all common outgoings and maintenance and other charges and also to meet expenses such as insurance, municipal/ property taxes and cesses, electrical, water bills, etc., and all other charges/ expenses towards the common areas of the Said Project, the Purchaser/s shall be liable to pay interest at the State Bank of India highest marginal cost of lending rate plus 2% per annum on the amounts lying in arrears and if such default continues for a period of three months then and in that event the Purchaser/s shall not be entitled to avail of any of the facilities and/or utilities mentioned hereafter and the Developer and/or Facility Manager and/or Owners Association as the case may be shall be entitled to and the Purchaser hereby consents:
 - 6.5.13.1 to discontinue the supply of electricity to the Said Plot
 - 6.5.13.2 to discontinue the supply of water to the Said Plot

And such facilities shall not be restored until the Purchaser/s makes payment of all the amounts lying in arrears together with interest accrued at the aforesaid rate including all costs charges and expenses incurred till then by the Developer and/or Facility Manager and/or Owners Association for realization of the amounts lying in arrears.

- 6.8 The Purchaser shall observe and abide by the byelaws for the Said Project, rules and regulations, bye laws prescribed by the Government/ Statutory Authority in regard to ownership and/ or enjoyment of the Said Plot.

7. TAXES

- 7.1 The Developer is liable to pay the property taxes in respect of the Said Plot only up to the date hereof / of sale of the Said Plot. Thereafter, the Purchaser/s shall bear all taxes, whether direct or indirect, in respect of the Said Plot.
- 7.2 The Purchaser/s shall also bear GST, any other tax of similar nature and/or any other charges, cess, fees or other expenses related or incidental thereto under any law for the time being in force, in relation to the sale of Said Plot. In addition, future maintenance deposit from the date of formation of the Association, if any, shall be borne by the Purchaser/s.

8. DISPUTE RESOLUTION

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

10.1 Alternative Dispute Resolution:

Conciliation & Arbitration:

- 8.1.1 **Conciliation:** All disputes and differences by and between the parties hereto shall be referred to a conciliator nominated by the Developer for settlement of the disputes. In case there is no settlement agreement arrived as a result of such conciliation within a period of two months of its reference, then, the conciliation proceedings shall stand terminated.
- 8.1.2 **Arbitration:** Upon termination of conciliation proceedings without resolving of the disputes between the parties, all such disputes between the parties shall be referred to arbitration of an arbitral tribunal consisting of 3 (three) arbitrators (the "**Tribunal**"), one to be appointed by the Developer and the Owners collectively and the second by the Purchaser/s and the third to be appointed by the two arbitrators so appointed. The Tribunal shall proceed summarily and need not give any reasons for its award, avoid all rules, procedures and/or evidences that can lawfully be avoided, decide the venue, make the award within a maximum of four months from the date of appointment, not grant to either of the Parties any extension of time and/or adjournment except on grounds beyond their control and only for such period as is of the absolute minimum, award damages along with the final award against the Party not complying with any interim award or order passed by the Tribunal. The award of the Tribunal shall be final and binding on the Parties.
- 8.1.3 **Place:** The place of arbitration shall be **Kolkata** only.
- 8.1.4 **Language:** The language of the arbitration shall be English.

8.1.5 **Binding Effect:** The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Disputes and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

9. COSTS AND EXPENSES

The Purchaser/s shall bear the costs in connection with the negotiation, preparation and execution of this Deed.

10. NOTICES

That all notices to be served on the Purchaser/s and the Developer as contemplated by this Deed shall be deemed to have been duly served if sent to the Purchaser/s or the Developer by Registered Post at their respective addresses specified below:

_____ Name of Purchaser/s

_____ (Purchaser/s Address)

Developer:

Brajbhumi Nirmaan Private Limited,

PTI Building, 7th Floor, Block DP-9, Sector – V,

Salt Lake, Kolkata – 700091.

It shall be the duty of the Purchaser/s and the Developer to inform each other of any change in address subsequent to the execution of this Deed in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Purchaser/s, as the case may be.

Schedule A

(Total Land)

Part I

All That piece or parcel of land measuring **37.8305 Acres**, be the same a little more or less, comprised in Khata Nos. 8, 12, 113 and 235, appertaining to Khasra Nos. 2238 and 2300, situated at Sakraya Bangar, Vrindavan, Police Station Vrindavan, District – Mathura, Uttar Pradesh. The respective area of the Khata Nos. and its corresponding Khasra Nos. are set out below:

Khata No.	Khasra No.	Area	
		(in Hectares)	(in Acres)
12	2238	1.740	4.2978
	2300	0.728	1.7982
12	2238	3.480	8.5956
	2300	1.456	3.5988
113	2238	2.468	6.0960
235	2300	0.506	1.2498
8	2238	2.752	6.7974
	2300	2.185	5.3970
	Total:	15.315	37.8305

Said Project Land

Part II

All That demarcated portion of land containing an area of **16.03 (Sixteen point Zero Three) Acres** out of Total land measuring **37.8305 Acres**, be the same a little more or less, comprised in Khasra No. 2238, situated at Sakraya Bangar, Vrindavan, Police Station - Vrindavan, District –Mathura, Uttar Pradesh shall be for the small sizes Plots of 3 types as mentioned below:-

Type E : 250 Square yards - 70 units

Type F : 180 Square yards - 86 units

Type G : 120 Square yards - 74 units

EWS & LIG – 54 units including road, park / green lawn commercial area / area for school and common services area.

Schedule B

Devolution of Title

- 1. Acquisition of Land by Mayapur Commercial Pvt. Ltd.:** By virtue of a Hindi Deed of Sale dated 5th June, 2009 made between Meeta Jain as vendor and Mayapur Commercial Pvt. Ltd. as Purchaser and duly registered with the Office of the Sub-Registrar, Mathura - I, Uttar Pradesh, in Book No. 1, Volume No. 5733, Pages 135 to 166, being No. 5833 in the year 2009, the said Meeta Jain, for the consideration therein mentioned sold, conveyed and transferred in favour of Mayapur Commercial Pvt. Ltd. All That piece and parcel of land measuring about an aggregate area of 2.4683 Hectares out of which an area of 1.74 Hectares appertaining to Khasra No. 2238 and an area of 0.7283 Hectares appertaining to Khasra No. 2300, both comprised in Khata No. 12 situate lying under Mouza - Sakraya Bangar, Pargana – Vrindavan, Tehsil and District Mathura, State – Uttar Pradesh absolutely and free from all encumbrances whatsoever.
- 2. Acquisition of Land by Neobeam Agencies Pvt. Ltd.:** By virtue of a Hindi Deed of Sale dated 5th June, 2009 made between Asha Devi Goel as vendor and Neobeam Agencies Pvt. Ltd. as Purchaser and duly registered with the Office of the Sub-Registrar, Mathura - I, Uttar Pradesh, in Book No. 1, Volume No. 5733, Pages 167 to 212, being No. 5834 in the year 2009, the said Asha Devi Goel for the consideration therein mentioned sold, conveyed and transferred in favour of Neobeam Agencies Pvt. Ltd. All That piece and parcel of land measuring about an aggregate area of 4.9366 Hectares out of which an area of 3.48 Hectares appertaining to Khasra No. 2238 and an area of 1.4566 Hectares appertaining to Khasra No. 2300, both comprised in Khata No. 12 situate lying under Mouza - Sakraya Bangar, Pargana – Vrindavan, Tehsil and District Mathura, State – Uttar Pradesh absolutely and free from all encumbrances whatsoever.
- 3. Acquisition of Land by Nexus Vintrade Pvt. Ltd.:** By virtue of a Hindi Deed of Sale dated 24th June, 2009 made between Harish Sharma and Hemant Sharma as vendors and Nexus Vintrade Pvt. Ltd. as Purchaser and duly registered with the Office of the Sub-Registrar, Mathura - I, Uttar Pradesh, in Book No. 1, Volume No. 5782, Pages 251 to 294, being No. 6694 in the year 2009, the said Harish Sharma & another for the consideration mentioned therein sold, conveyed and transferred in favour of Nexus Vintrade Pvt. Ltd. All That piece and parcel of land measuring about an aggregate area of 2.974 Hectares out of which an area of 2.468 Hectares appertaining to Khasra No. 2238 comprised in Khata No 113 and an area of 0.506 Hectares appertaining to Khasra No. 2300, comprised in Khata No. 235 situate lying under Mouza - Sakraya Bangar, Pargana – Vrindavan, Tehsil and District Mathura, State – Uttar Pradesh absolutely and free from all encumbrances whatsoever.

Acquisition of Land by Rosewood Agencies Pvt. Ltd.: By virtue of a Hindi Deed of Sale dated 5th June, 2009 made between Mukesh Goel as vendor and Rosewood Agencies Pvt. Ltd. as Purchaser and duly registered with the Office of the Sub-Registrar, Mathura - I, Uttar Pradesh, in Book No. 1, Volume No. 5733, Pages 213 to 258, being No. 5835 in the year 2009, the said Mukesh Goel for the consideration mentioned therein sold, conveyed and transferred All That piece and parcel of land measuring about an aggregate area of 4.937 Hectares out of which an area of 2.752 Hectares appertaining to Khasra No. 2238 and an area of 2.185 Hectares appertaining to Khasra No. 2300, both comprised in Khata No. 8 situate lying under Mouza - Sakraya Bangar, Pargana – Vrindavan, Tehsil and District Mathura, State – Uttar Pradesh absolutely and free from all encumbrances whatsoever

Schedule C

Specified Facilities

- Water tank, water pipes, sewerage pipes; Underground water tank including water supply & recycle water supply line to plots and in common area and water tapping points to individual plots.
- Drainages & sewerage line including Sewerage treatment plant. sewerage and pipes tapping points;
- Electrical Installations including wiring and accessories upto the feeder pillar for receiving electricity from Electricity Supply Agency to all the Plots: All electrical underground or any cable /feeder panel ,transformer, substation including street lights.
- Fire-fighting equipment and accessories as required under law;
- Open and/or covered paths, boundary wall and decorative gates, passages, in the Said Project;
- Landscaped garden: Common land for commercial/ shop or nursery school
- Pumps and motors for water supply system for the Said Project;
- Water Treatment Plant;
- Other areas and installations and/or equipment and facilities as may be provided by the Developer in the Said Project for common use and enjoyment.

Schedule D

All That Residential Plot No., measuring _____ to be filled_____, Total area of **120 Square-Yards equal to _____**, more or less, forming part of the Said Project named **Mayavan Plots at Mauja Sakraya Bangar** Teh. & Distt. Mathura, out of the

Total Land described in **Schedule A** above. The layout of the Said Plot is delineated on **Plan** annexed hereto and bordered in colour **Red** thereon, boundaries as follows :-

East : to be filled

West : to be filled

North : to be filled

South : to be filled.

Schedule E

Rights & Obligations of the Alottees

1. OBLIGATIONS OF THE PURCHASER/S:

- a) Provision for Water/ Sewerage:** The Purchaser/s shall be permitted to make one tapping through the main line. The cost of tapping shall be entirely borne by the Purchaser/s. Such tapping shall strictly be made with prior permission of the Developer in writing and under the supervision of the Developer.
- b) Provision for Electricity:** The Purchaser/s at its own cost shall be responsible for drawing the power from the feeder pillar by setting up necessary infrastructure including cables, meters etc. and the Purchaser/s shall pay all applicable security deposits, cost of cable and/or all other charges for the same. The works shall be carried out by the Purchaser/s strictly as per local Electricity Board norms and the guidelines issued by the Developer. The Developer may facilitate through their own resources in providing such connection from the feeder pillar to the Said Plot. However, the Developer shall charge separately to the Purchaser/s for making such connection.

It is expressly agreed by and between the Parties that the Developer shall be entitled at its sole discretion to obtain Single/multiple Point supply connection for the said Project from Service Provider to supply electricity to the Plot owners of the said Project and if the Developer so chooses, in that event, apart from the payment of total price and extras, the Plot owners including the Purchaser/s shall also be obliged to pay all costs required therefore.

- c) Sewer, Water Supply & Main Electricity Supply Lines:** The Purchaser/s shall inform the Developer in writing well in advance (minimum 15 days before) before connecting with the main sewer lines, water supply lines and main electricity supply lines. The services works shall be carried out by 'A' class licensed electrical contractor for electrical works and licensed plumber for plumbing works. All this connection **shall** be done in strict supervision of the Developer only. The Developer may charge for such supervision services by execution of a separate agreement to that effect. Such supervision is only to

control the usage of good quality material, workmanship while making the connection etc. Any damage caused by the Purchaser / its representative to any Specified Facilities shall be the responsibility of the Purchaser. The Purchaser shall provide the Developer the construction programme in order to provide information on construction activities happening within the Said Project. The Developer shall be kept informed all the time in writing with regard to any major delays or change in plans by the Purchaser/s.

The boundary wall foundation of the Said Plot shall be designed and constructed by the Purchaser/s in such a manner that it does not affect the underlying services during and after construction. The foundations of the boundary shall be kept inside the Said Plot only and adequate margins to be kept so as not to affect the underground services. It is clarified and agreed by the Purchaser/s that while building the entrance ramp the Purchaser/s shall leave 4" pipe crossing below the ramp so that any additional services can be drawn below across the ramp without affecting the construction.

- d) Purchaser/s to Mutate and Pay Rates & Taxes:** The Purchaser/s shall **(1)** pay the Rates & Taxes (proportionately for the Said Project and wholly for the Said Plot and the house to be erected thereon, from the Date of Possession Notice and until the Said Plot is separately mutated and assessed in favour of the Purchaser/s), on the basis of the bills to be raised by the Developer/the Association (upon formation), such bills being conclusive proof of the liability of the Purchaser/s in respect thereof and **(2)** have mutation completed at the earliest. The Purchaser/s further admits and accepts that the Purchaser/s shall not claim any deduction or abatement in the bills of the Developer or the Association (upon formation).
- e) Developer's Charge/Lien:** The Developer shall have first charge and/or lien over the Said Plot for all amounts due and payable by the Purchaser/s to the Developer provided however if the Said Plot is purchased with assistance of a financial institution, then such charge/lien of the Developer shall stand extinguished on the financial institution clearing all dues of the Developer.
- f) No Obstruction by Purchaser/s to Construction or Development:** The Developer and the Land Owners shall be entitled to make constructions, additions or alterations, etc. to the Specified Facilities as may be permissible under law and the Developer shall have the right to do all acts deeds and things and make all alterations and connections and to connect all existing utilities and facilities available at the Said Project. The Purchaser/s also admits and accepts that the Developer and/or employees and/or agents and/or contractors of the Developer shall be entitled to use and utilize the Common Area Facilities for movement of building materials and for other purposes and the Purchaser/s shall not raise any objection in any manner whatsoever with regard thereto.
- g) Purchaser/s to Participate in Formation of Association:** The Purchaser/s admits and accepts that the Purchaser/s and other Purchasers of Plots in the Said Project shall form the Association and the Purchaser/s shall become a member thereof. The Purchaser/s shall bear and pay the proportionate expenses of the Association and shall acquire and hold membership and in this regard the Purchaser/s shall sign, execute and deliver

necessary applications and all other papers, declarations and documents as may be required.

- h) Co-operate in Management and Maintenance:** The Purchaser/s shall co-operate in the management and maintenance of the Said Plot & the Said Project by the Developer/the Facility Manager/the Association (upon formation).
- i) Observing Rules:** The Purchaser/s shall observe the rules framed from time to time by the Developer/the Facility Manager/the Association (upon formation) for the beneficial common enjoyment of the
- j) Paying Electricity Charges:** The Purchaser/s shall pay for electricity and other utilities consumed in or relating to the Said Plot and the Specified Facilities from the Date of Possession.
- k) Residential Use:** The Purchaser/s shall use the Said Plot and the house to be constructed thereon for residential purpose only. Under no circumstances shall the Purchaser/s use or allow the Said Plot to be used for commercial, industrial or other non-residential purposes. The Purchaser/s shall also not use the Said Plot as a religious establishment, guest house, serviced apartment, mess, chummary, hotel, restaurant, nursing home, club, school or other public gathering place unless the same is specifically identified for that purpose.
- l) No Sub-Division or No Changing Name:** The Purchaser/s shall not change/alter/modify the name of the Said Project i. e. ***“Mayavan Plots”*** under any circumstances and shall not sub-divide the said Plot and the Common Facilities, under any circumstances.
- m) No Nuisance and Disturbance:** The Purchaser/s shall not use the Said Plot or the Facilities, services or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to the other Land Owners, the Developer, the other occupants and/or the neighboring property Land Owners and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- n) No Obstruction to Developer/Association:** The Purchaser/s shall not obstruct the Developer/the Association (upon formation) in their acts relating to the Common Area Facilities and not obstruct the Developer in constructing on other portions of the Said Project and selling or granting rights to any person on any part of the Said Project (excepting the Said Plot).
- o) No Obstruction of Specified Facilities:** The Purchaser/s shall not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Plot, if any.
- p) No Violating Rules:** The Purchaser/s shall not violate any of the rules and/or regulations laid down by the Developer/the Facility Manager/the Association (upon formation) for the use of the Specified Facilities.
- q) No Throwing Refuse:** The Purchaser/s shall not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Specified Facilities save at the places indicated there for
- r) No Obstruction:** The Purchaser shall keep the common areas, open spaces etc., free from obstructions and in a clean and orderly manner and not encroach on any common areas.

- s) No Parking:** The Purchaser shall not park any vehicles in any part of the common areas except at areas designated for such purpose.
- t) No Illegal or Injurious Activities:** The Purchaser/s shall not carry on or cause to be carried on any illegal or immoral or obnoxious or injurious activity in or through the Said Plot.
- u) No Storing Hazardous or other Articles:** The Purchaser/s shall not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Area and shall not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Plot or the house to be erected.
- v) No Signage:** The Purchaser/s shall not put up or affix any sign board, name plate or other things or other similar articles in the Common Area or outside walls of the house to be erected or the Said Project save at the place or places provided there for provided that this shall not prevent the Purchaser/s from displaying a standardized name plate outside the main door of the house to be erected on the Said Plot.
- w) No Use of Machinery:** The Purchaser/s shall not install or operate any machinery or equipment.
- x) No Misuse of Water:** The Purchaser/s shall not misuse or permit to be misused the water supply to the Said Plot.
- y) No Damage to Specified Facilities:** not damage the Facilities, Services in any manner and if any damage is caused by the Purchaser/s and/or associates, staff, invitees or servants of the Purchaser/s, the Purchaser/s shall compensate for the same.
- z) Observance of Laws:** The Purchaser shall not do any act that may be against any law, rule, regulation, bye law of Mathura Vrindavan Development Authority / other statutory authorities or any obligation agreed under any contract and the Purchaser shall be solely responsible for all consequences of any offence or breach thereof and the Purchaser shall indemnify other allottees who may suffer due to any such acts of omission or commission of the Purchaser.
- aa) Indemnity:** The Purchaser shall indemnify and keep the Owners and/or the Developer and/or the owners association, upon formation, saved, harmless and indemnified in respect of all losses, damages, claims, demands, costs, proceedings and actions arising due to any non-payment or other default in compliance of the terms and conditions contained in these presents.
- bb) The Purchaser shall not:**
- Do or permit anything to be done which is likely to cause nuisance or annoyance to the other allottees and/or the adjoining plot/s.
 - Place or cause to be placed any article or object in the common area.
 - Use the said Plot or any part or portion thereof for any political meeting nor for any dangerous noxious or offensive trade or business.
 - Slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said Project.

- Permit any sale by auction or public meeting or commercial exhibition or display to be held upon the said Plot nor to permit or suffered to be done into or upon the said Plot or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other owners and/or occupiers.
- Keep in the said Plot any article or thing which is or might become dangerous, offensive, combustible, inflammable radio active or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Plot and/or any other Plot in the said Project.
- Discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the Project.
- Create hindrance/ obstruction in any manner whatsoever to occupiers of the other blocks particularly regarding use of Common Areas.
- Permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Plot or any part of the said Project or cause increased premium to be payable in respect thereof.
- Overload and/or draw excess electricity so as to cause overloading of the electricity connection.
- Object to the sale of any unsold stock by the Owners and/or the Developer to any other person and/or persons as the Owners and/or the Developer in their absolute discretion may deem fit and proper.
- Use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- Demand a partition of the said Plot from the said Project and/or demand partition of the common areas and/or the Project Land.
- Display or permit any person to display raw meat or sacrificing of animals on the common areas of the said Project.
- Do or permit to be done any act deed or thing whereby the sentiments of other allottees are in any way injured or hurt.

2. RIGHTS OF THE PURCHASERS

- 1. Right of Common Passage on Specified Facilities:** The right of common passage, user and movement in all Specified Facilities;
- 2. Right of Passage of Utilities:** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Said Plot and the building to constructed on the Said Plot including the other Plots and the Specified Facilities;
- 3. Right of Support, Shelter and Protection:** Right of support, shelter and protection of each portion of the Said Project by other and/or others thereof;

4. **Right over Specified Facilities:** The absolute, unfettered and unencumbered right over the Specified Facilities **subject to** the terms and conditions herein contained;
5. **Right of Entry:** The right, with or without workmen and necessary materials, to enter upon the buildings to be constructed on plots, including the Said Plot or any other Plot for the purpose of repairing any of the Specified Facilities or any appurtenances to any Plot and/or anything comprised in any Plot, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (forty eight) hours prior notice in writing to the persons affected thereby;

4.

5.

6.

7.

Execution and Delivery

In Witness Whereof the Parties have executed and delivered this Conveyance on the date mentioned above.

[Rosewood Agencies Private Limited]

[Mayapur Commercial Private Limited]

[Neobeam Agents Private Limited]

[Nexus Vintrade Private Limited]

[Owners]

[Brajbhumi Nirmaan Private Limited]

[Developer]

[-----]

[-----]

[Purchaser/s]

RECEIPT AND MEMORANDUM OF CONSIDERATION

Received from the within named Purchaser/s the within mentioned sum of **Rs.5,64,000/- (Rupees Five Lacs Sixty Four Thousand) only** towards full and final payment of the total consideration for the Said Plot more fully and particularly described in the Second Schedule written hereinabove in the following manner:

Mode	No.	Date	Particulars	Amount (Rs.)
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			Total:	

[Developer]

Witnesses:

Signature _____ Signature _____

Name _____ Name _____