

Krishna Bhumi
Retails – Conveyance
26.12.23

THIS DEED OF CONVEYANCE made this _____ day of _____ Two
Thousand Twenty Three BETWEEN (1) SNOWWHITE INFRASTRUCTURE PVT. LTD.
CIN : _____ and PAN : _____, a company
under the provisions of The Companies Act, 2013 having its registered office
at Infinity, Plot A3, Block GP, Sector – V, Salt Lake Electronic Complex, P.S.
Bidhannagar (East), Kolkata - 700091, and office at represented by one of its
Director's _____, PAN: _____ son of
_____, working for gain at Infinity, Tower II, 3rd Floor, Block GP,
Salt Lake, Sector V, Kolkata 700091 hereinafter referred to as the VENDOR/
PROMOTER _____ AND _____ (2)

_____, hereinafter referred to as the
PURCHASER/ALLOTTEE

RECITALS :

I. By virtue of several Deeds of Sale registered on diverse dates, Deeds of Exchange dated 16th August, 2012 and 22nd December, 2014 and order No.16/year 2011-12 dated 18th May, 2012 the particulars whereof are morefully described in Part-I of the First Schedule hereunder written Snowwhite Infrastructure Pvt. Ltd. hereinafter referred to as the Vendor/Promoter became absolutely seised and possessed of and or otherwise well and sufficiently entitled to in fee simple in possession of ALL THOSE several pieces and parcels of various land containing by admeasurement a total area of 16.628 Hectares equivalent to 41.068 Acres (166280 Square meters) be the same a little more or less situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, hereinafter referred to as the "said Entire Land" free from all encumbrances of whatsoever.

II. The said Snowwhite Infrastructure Pvt. Ltd. being the Vendor/Promoter herein has duly mutated its name as an absolute Owner of the said Entire Land in the Land Revenue records of the Land Revenue Department and the nature of the said Entire Land has also been converted from 'Agricultural' to 'Non-agricultural' by the appropriate concerned authority.

III. The Vendor/Promoter together with Hare Krishna Movement Vrindavan, India Heritage Foundation, ISKCON Charities who are owners of adjoining parcels of land have prepared a Common Master Plan for development of Grand Temple, Group Housing and Retail Commercial Project in their respective demarcated areas of lands which was applied before Mathura Vrindavan Development Authority and the same was sanctioned and approved from time to time.

IV. In pursuance of the said Retail commercial project in furtherance of sanction letter no. Retail Shop/03940/MVDA/BP/23-24/0687/20092023 as dated 21-10-2023, the Vendor/Promoter herein has commenced development of the said Group Housing Project and Retail Commercial Project in the demarcated portions of the said entire land.

V. In pursuance of the said Common Master Plan and further sanctioned plans the Vendor/Promoter has commenced construction of the said Group Housing known as "KRISHNA BHUMI" comprising of villas and cluster of multi-storey buildings in phases and a Retail Commercial Project known as "KRISHNA BHUMI ARCADE" in accordance with the said Plans approved and sanctioned by the appropriate authorities of Mathura Vrindavan Development Authority and other concerned authorities.

VI. The Vendor/Promoter has registered the said Retail Commercial Project known as 'Krishna Bhumi Arcade' under the provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA) Act under section 5 of

the Act with the Real Estate Regulatory Authority at Lucknow on _____ under registration comprising of single building containing basement floor 2 and basement floor 1(lower ground) along with ground plus two floors for commercial use.

VII. The Vendor/Promoter in a sub-divided portion of the said entire land has commenced construction of the Retail Commercial Project known as 'Krishna Bhumi Arcade' in an area of land being All That demarcated piece and parcel of land admeasuring 8145.15 Sq. metres be the same a little more or less out of the said Entire land comprised in Khasra No. 682 (Part) and 683 (Part) respectively situate lying at Village/Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, hereinafter referred to as the "said Land" and morefully described in Part-II of the First Schedule hereunder written.

VIII. The Vendor/Promoter in a divided and demarcated portion of the said land has commenced construction of the said Retail Commercial Project known as 'Krishna Bhumi Arcade' comprising of variety of general stores predominantly independently in an area of land being All That divided and demarcated piece and parcel of land admeasuring 8145.15 Sq. metres be the same a little more or less comprised in Khasra No. 682 (part) and 683 (part) respectively situate lying at Village/Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, hereinafter referred to as the "said Land" and morefully described in Part-II of the First Schedule hereunder written;

IX. In view of what is stated hereinabove the Purchaser has approached the Vendor for purchasing ALL THAT the Shop No. _____ containing Carpet area of about _____ Sq. ft., Built-up Area of about _____ Sq. ft. and Super Built up area of about _____ Sq.ft. on the _____ floor of the said Retail Commercial Project known as "Krishna Bhumi Arcade" at the said land together with right to park _____ car / two wheeler in the open / covered car

/ two wheeler parking space in the parking area of the said building constructed in an area of the said divided and demarcated land morefully described in the Part II of First Schedule stated hereunder together with undivided proportionate impartible variable share in the land underneath the building attributable thereto hereinafter collectively referred to as "said Shop" and more fully described in the Second Schedule hereunder written at and for consideration of a sum of Rs. _____/- (Rupees _____ only) subject to however covenants, restrictions, terms and conditions as stated hereunder provided however that the Vendor shall at its discretion decide to allocate the location of the parking space in the said Retail Commercial Project known as 'Krishna Bhumi Arcade'.

X. In view of what is stated hereinabove by virtue of an Allotment Letter /Agreement for Sale dated_____ the Vendor has agreed to sell and the Purchaser has agreed to purchase ALL THAT the said Shop No. _____ containing Carpet area of about _____Sq. ft., Built-up Area of about _____ Sq. ft. and Super Built up area of about _____Sq.ft. on the _____ floor of the Retail Commercial Project known as "Krishna Bhumi Arcade" at the said land together with right to park _____ car/two wheeler in the open / covered car / two wheeler parking space in the parking area of the said building constructed in an area of the said divided and demarcated land morefully described in the Part II of the First Schedule stated hereunder together with undivided proportionate impartible variable share in the land underneath the said building attributable thereto hereinafter collectively referred to as "said Shop" and more fully described in the Second Schedule hereunder written together with right to use common areas and amenities attached therewith at or for a total consideration of Rs._____ (Rupees _____ only free from all encumbrances and charges subject to however the covenants, restrictions, stipulations, obligations terms and conditions as stated hereunder.

XI. The Vendor/Promoter has provided all necessary title deeds and other papers and documents concerning the said Krishna Bhumi Arcade to the Purchaser herein and the Purchaser hereby confirms to have examined the said sanctioned plan and the title deeds of the Vendor/Promoter and has satisfied himself/herself/themselves/ itself in respect of the said Krishna Bhumi Arcade and shall not be entitled to raise any query or objection thereto.

XII. Prior to the execution of this Deed of Conveyance the Purchaser has already inspected and satisfied himself/herself/themselves/itself about the physical nature and measurement of the said entire land including divided and demarcated portion of an area of land as mentioned in Part-II of the First Schedule stated hereunder, title deeds, Building Plan and all other relevant documents and has also made all necessary and relevant enquiries and has accepted the specifications of the materials used and measurements, dimension and designs and drawings and boundaries of the said Krishna Bhumi Arcade.

XIII. At the time of taking possession of the said Shop the Purchaser is fully satisfied with regard to the area, dimensions, quality of construction and workmanship with respect to the said construction at the Retail Commercial Project known as 'Krishna Bhumi Arcade' of the said Shop and has no complaint grievances whatsoever with regard to the same.

XIV. The Purchaser has paid all the amounts as stated herein and thereafter the Purchaser herein has approached and requested the Vendor/Promoter hereinafter referred to as the Vendor to execute and register the Deed of Conveyance in respect of the said Shop morefully described in the Second Schedule stated hereunder and to hand over possession of the said Shop subject to however covenants, stipulations restrictions and terms and conditions as stated hereunder.

XV. It is recorded that the covenants, stipulations and restrictions set out hereunder and in the Schedules hereto shall be binding upon the Purchaser herein and upon each Co-Purchaser of their respective shops and the Vendor shall impose the same covenants stipulations and restrictions upon the future Purchaser upon every future sale by them of their respective shops in the said Krishna Bhumi Arcade to the intent that any Purchaser for the time being of any Shop in the said Krishna Bhumi Arcade may be able to enforce the observance and performance of the said covenants, stipulations, restrictions, terms and conditions for the time being of the other shops therein.

XVI. In view of what is stated hereinabove this Deed of Conveyance is being executed by the Vendor as stated hereunder.

1. DEFINITIONS :

- 1.1 a. "Act" means the Real Estate (Regulation and Development) Act, 2016.
b. "Rules" means the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016.
c. "Regulations" means the Regulations made under the Uttar Pradesh Real Estate (Regulation and Development) Act, 2016.
d. "Sections" means the section of the said Act.
e. "Authority" means Uttar Pradesh Real Estate Regulatory Authority.
f. "Government" means the Government of Uttar Pradesh.
- 1.2 "ARCHITECT" means the person for the time being appointed to act as architect both in relation to the said Retail Commercial Project known as Krishna Bhumi Arcade and for the purposes of this Deed.
- 1.3 "BUILT-UP AREA" means entire floor area measured from the outside of the external wall of the Shop at the floor level, but does not include the

common areas shared in common with other shops in the said Retail Commercial Project.

1.4 "COMMON AREAS" shall mean and include those common areas of the said Retail Commercial Project known as Krishna Bhumi Arcade that are not allotted to a particular Purchaser but are available for the purposes of intended common use and enjoyment by all the Purchasers, Occupiers and Visitors as specified in Part-I and Part II of the Fourth Schedule hereunder written.

1.5 "CARPET AREA" shall mean the net usable floor area of Shop including the area covered by the internal partition walls of the shop but excluding the area covered by the external walls, areas under services shafts etc.

1.6 "COMMON AMENITIES AND FACILITIES" shall mean and include those facilities provided by the Vendor as specified in Part I and Part-II of the Fourth Schedule hereunder written and are available for common use and enjoyment by all the Purchasers, Occupiers and Visitors subject to however reservation and restrictions as shall be imposed by the Vendor.

1.7 "COMMON EXPENSES" shall mean the actual and estimated expenses to be incurred by or on behalf of the shop holders including reasonable reserves as may be found to be necessary and appropriate for the maintenance and upkeep of the common areas and facilities of the said Retail Commercial Project and/or the said sub-divided land wherein the said Krishna Bhumi Arcade has been built up and those specified under the Fifth Schedule hereto.

1.8 "COMMON PURPOSES" shall mean and include the purposes of managing and maintaining the said Retail Commercial Project known as Krishna Bhumi Arcade in particular dealing with the matters of common interest of the shop holders and relating to their mutual rights and obligations

for the most beneficial use and enjoyment of their respective shops exclusively and the common areas in common.

1.9 "CONDUITS" shall include all conduits, watercourses, gutters, drains, sewers, pipes, cables wires, laser optical fibres, electrical and aerials transmission systems now or within or to be laid or constructed over on or within the said sub-divided land and/or the Entire land.

1.10 "ENTIRE LAND" shall mean ALL THOSE several pieces and parcels of various land containing by admeasurement a total area of 16.628 Hectares equivalent to 41.068 Acres(166280 Square metre) be the same a little more or less situate lying at Village/Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S.- Vrindavan in the Tehsil and District of Mathura, morefully described in Part-I of the First Schedule hereunder written provided however it is made clear that the Vendor reserves its right at its sole discretion to increase and/or decrease as the case may be the areas of the piece and parcel of the said entire land and to merge and divide into one or more lots.

1.11 "KRISHNA BHUMI ARCADE" shall mean constructed areas comprising of a single building being G+2 storey building together with basement floor 1 (lower ground) and basement floor 2 and other constructed areas on a divided and demarcated portion of the said entire land morefully described in Part-II of the First Schedule stated hereunder, together with right to use the common areas, facilities and amenities to be provided by the Vendor therein.

1.12 "MANAGEMENT AGENCY" shall mean the maintenance agency appointed by the Vendor for carrying out the management, administration and maintenance and upkeep of the common areas and amenities and facilities of the said Krishna Bhumi Arcade and the said Management Agency shall be responsible for the maintenance, observance and enforcement of the covenants, restrictions, terms and conditions attached and run with the

said shop and other shops of the said Retail Commercial Project known as Krishna Bhumi Arcade and the Purchaser shall pay the proportionate costs charges and expenses as maintenance charges together with management fees thereof as may be applicable.

1.13 "PLAN" shall mean the said Plan for construction of the said Retail Commercial Project known as Krishna Bhumi Arcade on the said divided and demarcated land out of Common Master Plan and other plans, drawings, specifications sanctioned and approved by the appropriate authorities of the Mathura Vrindavan Development Authority vide its letter No. Retail Shop/03940/MVDA/BP/23-24/0687/2009202321-10-2023 and shall include all modifications and alterations thereof as suggested by from time to time or to be made by the Vendor.

1.14 "PROPORTIONATE OR PROPORTIONATELY" shall mean the proportion in which the carpet area of any shop bears to the entire carpet areas of all the shops of the said 'Krishna Bhumi Arcade' as may be determined by the architect and/or Vendor/Management Agency as the case may be.

1.15 "PURCHASER" shall mean -

- i) in case of individual his/her heirs, executors, administrators and legal representatives ;
- ii) in case of Hindu Undivided Family its Karta and Co-parceners and/or members for the time being of the said Hindu Undivided Family and each of their respective, heirs, executors, administrators and legal representatives.
- iii) in case of partnership firm the partners for the time being of the said partnership firm and each of their respective heirs, executors, administrators and legal representatives ;
- iv) in case of Trust, the Trustees for the time being of the said Trust and their respective successors and/or successors-in-office.

v) in case of a company its successors and/or successors-in-office and/or interest;

1.16 "RETAINED LAND" means All Those pieces and parcels of areas of divided and demarcated land morefully described in Part-II of the First Schedule stated hereunder out of the said entire land and excluding the undivided proportionate impartible variable share of land underneath the said Retail Commercial Project known as Krishna Bhumi Arcade attributable to the said shop to be transferred to the Purchaser.

1.17 "THE RETAINED PARTS" means those areas of land and/or any part or parts of the said Entire Land which shall include any common parts and common areas connected with the Group Housing and other areas subdivided part or parts thereof excluding the demarcated portion of the said Retail Commercial Project.

1.18 "RIGHT OF MANAGEMENT" shall always remain vested with the Vendor and/or its assigns.

1.19 "RETAIL COMMERCIAL PROJECT" shall mean presently the said Retail Commercial Project known as 'Krishna Bhumi Arcade' which may be increased and/or decreased at the sole discretion of the Vendor to be constructed on the divided and demarcated area of the land morefully described in Part-II of the First Schedule stated hereunder together with all common facilities and amenities provided by the Vendor and reference to Retail Commercial Project shall include shops or any part of shops built up therein as the case may be.

1.19 "SAID LAND" shall mean All That piece and parcel of divided and demarcated land admeasuring 8145.15 Square meters be the same a little more or less out of the said Entire Land comprised in the said building known

as Krishna Bhumi Arcade morefully described in Part-II of the First Schedule stated hereunder.

1.20 "SAID SHOP" shall mean All That the Shop more fully described in the Second Schedule hereunder written.

1.21 "SUPER BUILT-UP AREA" shall mean the constructed area of the said Shop and shall include the plinth area, foundations, walls, columns, beams supports etc. as well as areas of common uses and facilities as shall be determined by the Vendor.

1.22 "THE SERVICES" are whenever the Vendor acting reasonably regards it as necessary to manage, supervise, maintain upkeep, decorate, repair, replace or renew any of the common areas and Retained Parts as may be deemed fit and proper by the Vendor.

1.23 "TAXES" shall mean all kinds of Taxes or any other tax of a similar nature, which shall also include GST, Service Tax, duties, levies, surcharges, cess, charges or fees (whether existing at present or that may be imposed or enhanced in future) under any statute rule or regulation in respect of the divided and demarcated areas of land out of the Entire Land, the Building and/or the said Shop in the said Retail Commercial Project as may be applicable.

1.24 "UNDIVIDED SHARE" attributable to the said shop shall mean the undivided proportionate impartible variable share restricted only in an area of land underneath the said building 'Krishna Bhumi Arcade' built up in an area of divided and demarcated land out of the entire land morefully described in Part-II of the First Schedule stated hereunder.

1.25 "SHOP OWNER OR ALLOTTEE" shall mean a person or persons who have for the time being agreed to acquire or have acquired any shop or shops

situated in the said building of 'Krishna Bhumi Arcade' in the said Retail Commercial Project but shall not include a tenant or licensee of such Shop Owner.

1.26 "VENDOR / PROMOTER" shall mean the said Snowwhite Infrastructure Pvt. Ltd. and its successors and/or successors-in-office and/or interest.

NOW THIS INDENTURE WITNESSETH that in consideration of the said sum of Rs. _____ (Rupees _____ only of lawful money of the Republic of India in hand well and truly paid by the Purchaser to the Vendor on or before the execution of these presents (the receipt whereof the Vendor doth hereby admit and acknowledge to have received and doth hereby acquit release and discharge the said shop and every part thereof as also the Purchaser) the Vendor doth hereby sell grant convey transfer by way of sale assign and assure unto the Purchaser ALL THAT the said Shop No. _____ containing Carpet area of about _____ Sq. ft., Built-up Area of about _____ Sq. ft. and Super Built up area of about _____ Sq.ft. on the _____ floor of the said Retail Commercial Project known as 'Krishna Bhumi Arcade' together with right to park _____ car / two wheeler in the open / covered car / two wheeler parking space in the parking area of the said building constructed in an area of the said divided and demarcated land morefully described in Part II of the First Schedule stated hereunder together with undivided proportionate impartible variable share in the land underneath the said building being 'Krishna Bhumi Arcade' attributable thereto hereinafter collectively referred to as "said Shop" and more fully described in the Second Schedule hereunder written and delineated in the Plan hereto attached together with right to use common areas and amenities as stated herein TOGETHER WITH the right in common with the owners and occupiers for the time being of other shops in the said building and all others having like right to use for the purpose of ingress and egress from the said shop entrance, staircase landing in the said building and using for all purposes in common with the Vendor and the

persons deriving title from the Vendor together with full and free liberty to pass and repass over and along any of the passage leading to and from the said shop but excepting and reserving the easements and rights as specified in the Third Schedule hereinafter written and the said shop is transferred subject to and with the benefit of such easements as specified and morefully set out in the Fourth Schedule stated hereunder TOGETHER WITH all rights liberties privileges easements advantages and appurtenances whatsoever thereunto belonging or held or occupied or reputed as part or member thereof or appurtenant therewith AND ALL the estate right title and interest claim and demand whatsoever of the Vendor into upon or in respect of an area of land underneath the building of the said shop and every part thereof AND ALL deed pattahs writings muniments and evidences of title relating thereto or any part thereof which now are or may hereafter be in the possession or custody of the Vendor or any person or persons from whom they may procure the same without any action either at law or in equity **TO HAVE AND TO HOLD** the same and the inheritance thereof in fee simple in possession free from all encumbrances whatsoever unto and to the use of the Purchaser absolutely and forever subject to the obligation of the Purchaser proportionately contributing and paying for common expenses, management fees the rates and taxes and levies etc. and for maintaining the common parts, paths and pathways, repairing roads and ways and renewing common facilities as fully described in the Fifth Schedule hereunder written subject to rights excepted and reserved, covenants, restrictions, stipulations, terms and conditions on the part of the purchaser to be observed and performed with regard to the mode of user of the said shop imposed on the Purchaser as obligations intended to be binding in perpetuity on the said shop hereby conveyed and all future owners thereof provided that the maintenance, repair and/or up keep of all the common areas and facilities as fully described in the Fifth Schedule hereunder written shall be carried out on payment of proportionate charges and common expenses morefully described in the Sixth Schedule hereunder written by the Purchaser until appointment of Managing Agency formation

of an association of all the shop owners and/or a maintenance Agency and subject to the covenants, restrictions, stipulations, terms and conditions as stated in the Seventh Schedule hereunder written as envisaged herein.

THE VENDOR DOETH HEREBY COVENANT WITH THE PURCHASER as follows :-

a) THAT the Vendor has good right full power and absolute authority to grant convey transfer by way of sale assign and assure the said shop hereby conveyed or intended so to be unto and to the use of the Purchaser in the manner aforesaid ;

b) AND THAT the Purchaser shall and may at all times hereafter peacefully and quietly enter upon occupy or possess and enjoy the same and receive the rents issues and profits thereof and every part thereof without any suit lawful eviction or interruption claim and demand whatsoever from or by the Vendor or any person or persons having or claiming or to claim from under or in Trust from the Vendor or any of its predecessors-in-title ;

c) AND THAT the Purchaser shall hold the said shop free and clear and freely and clearly and absolutely exonerated and forever released and discharged or otherwise by the Vendor and well and sufficiently saved and defended kept harmless and indemnified of from and against all former and other estates title charges and encumbrances whatsoever and made executed occasioned and suffered by the Vendor or any of its predecessors-in-title or any person or persons having or claiming as aforesaid ;

d) AND FURTHER THAT the Vendor and all persons having or claiming any estate right title or interest in the said shop or any part thereof from under or in trust for the Vendor or any of its predecessors-in-title shall and will at all times hereafter at the request and cost of both the parties doth and

execute and cause to be done and/or executed all such further and other acts deeds and things conveyances and assurances whatsoever for further better and more perfectly and absolutely granting the said shop and every part thereof unto and to the use of the Purchaser as may be reasonably required ;

e) The Vendor hereby confirms to have delivered peaceful and vacant possession of the said shop to the Purchaser before the execution of these presents ;

THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR as follows :-

i) The Purchaser will pay to the Vendor as a common area charge the Purchaser's proportionate share of all costs paid or incurred by Vendor and/or Maintenance Agency in operating and maintaining the common areas including without limitation cleaning, window washing, landscaping, lighting, heating, air-conditioning, maintenance, painting, repairing and replacing the enclosed common areas.

ii) To pay proportionate maintenance charges including management fees applicable to the said Shop and to co-operate with the Vendor and Maintenance Agency in the management and maintenance of the said common areas together with amenities and facilities of the Commercial Complex;

iii) To observe the rules or regulations as may be framed from time to time by the Vendor and/or Maintenance Agency in respect of the use of the said Shop in the said Retail Commercial Project;

iv) To allow the authorized representatives of the Vendor and/or Maintenance Agency with or without workmen to enter into the said shop for the purpose of maintaining, repairing or renewing sewers, pipes, wires, cables

and ducts used or capable of being used in connection with enjoyment of any other shop.

v) To pay the charges of the electricity and other utilities in or relating to the said shop wholly for the said Shop and proportionately in relating to the common expenses;

vi) The Purchaser shall have the right in common with the Vendor and other shop holders of the said building 'Krishna Bhumi Arcade' to pass and repass over and along those parts of the common parts comprising the roads, drives and forecourts at the said divided and demarcated land including the entrance halls, landings staircases, lifts, corridors and passages in the said building Krishna Bhumi Arcade.

vii) The Purchaser shall not trespass from the said divided and demarcated land onto the retained land or to the Entire Land or allow any person or animals under his control to do so and shall keep the Vendor and maintenance agency indemnified against all costs charges and expenses in relation to the prosecution of such trespassers.

viii) The Purchaser shall pay to the suppliers all charges for electricity, water, telecommunications and other services consumed or used at or in relation to the said shop including meter rents and standing charges and comply with the lawful requirements and regulations of the respective suppliers.

ix) The Purchaser must exercise all works and maintain all arrangements on or in respect of the said Shop that are required in order to comply with the requirements of any statute already or in the future to be passed, or the requirements of any government department, local or public authority regardless of whether such requirements are imposed on the Vendor, occupier or any other person.

- x) The Purchaser shall be liable for:
- a) all local rates and taxes and other charges of whatsoever nature, from the date of possession of the said shop and applicable to the said land divided and demarcated land or entire land;
 - b) all notices served and orders demands, proposals or requirements made by any local or public or other competent authority or body whether before or after the Agreement;
 - c) all actual or proposed charges, notices, orders, restrictions, contraventions or other matters arising under the enactments relating to town planning and environmental law;
 - d) all easements, quasi-easements, rights exceptions or other similar matters whether or not apparent on inspection or disclosed in any of the documents referred to in this Deed ;

xi) The name of the Retail Commercial Project shall be known as "KRISHNA BHUMI ARCADE" and the said entire complex shall be known as "KRISHNA BHUMI".

xii) The right of the Purchaser shall remain restricted to the said Shop and in no event the Purchaser shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said building and the said Retail Commercial Project and/or the said entire land.

AND IT IS HEREBY FURTHER AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

i) The Vendor shall be entitled to all future vertical exploitation of the said building Krishna Bhumi Arcade by way of additional construction or otherwise in accordance with law.

ii) The Vendor reserves its right to acquire further adjoining lands and amalgamate the same with the said Entire land and shall also be entitled to use and join the existing amenities and facilities with the said adjoining lands.

iii) The Purchaser shall not be entitled to use any car parking space at the said land unless specifically allotted.

iv) The Purchaser shall have no right in the roof of the said building known as Krishna Bhumi Arcade any of the open spaces, open car parking spaces etc. at the said Retail Commercial Project known as Krishna Bhumi Arcade save and except the areas agreed to be sold, which shall be under the exclusive ownership, control, use and possession of the Vendor and the Vendor shall be entitled to dispose of the same and all other additional structures constructed thereon and the interest of the Purchaser herein shall be subject to the aforesaid right of the Vendor.

v) At or before the date of possession, the Purchaser shall deposit with the Vendor and/or Managing Agency necessary amount being the estimated share of the common expenses, sinking fund and rates and taxes as may be decided by the Vendor and/or Managing Agency as the case may be. Such deposit shall be treated as a security deposit which shall be utilised or applied in case of default by the Purchaser for the purpose of discharging the obligation to make payment of the proportionate share of maintenance charges, rates and taxes, sinking fund and other outgoings and in the event of such deposit being less than the amount of proportionate maintenance charges and other outgoings agreed to be paid by the Purchaser, then and in that event the Purchaser shall make payment of the balance amount forthwith.

vi) The Vendor has framed a scheme for maintenance and management of common areas and common amenities and facilities of the said Retail Commercial Project known as Krishna Bhumi Arcade and overall

management and control of the common areas together with amenities and facilities in the said Retail Commercial Project shall remain vested in the Vendor/Maintenance Agency to be appointed by the Vendor and all decisions with respect to the management and control shall be binding on all the Purchasers of the said Krishna Bhumi Arcade.

vii) The Vendor and/or Managing Agency will be entitled to engage and/or appoint a Maintenance Agency for carrying out the maintenance and collection of prorata maintenance charges etc. together with management fee thereof from the shop holders in the said Krishna Bhumi Arcade. Such maintenance Agency shall be accountable to the Vendor and for the aforesaid purpose, each of the Purchasers shall be obliged to execute a separate agreement with such Maintenance Agency or Vendor as the case may be.

viii) After the Vendor appoints the said management company all the rights and obligations of the Vendor with regard to the common purposes shall be exercised by the said management company and the Vendor shall be freed and discharged from all the obligation in respect thereof.

ix) The Purchaser shall bear and pay the proportionate costs charges and expenses of the said Krishna Bhumi Arcade together with management fees thereof to the Vendor and/or Maintenance Agency.

x) The Maintenance Agency shall be responsible for the following:-
a) remove all filth and refuse from the Krishna Bhumi Arcade as necessary and keep all areas in a neat orderly and sanitary condition.
b) maintain the service of parking areas and keep the sideways box smooth and evenly covered.

- c) maintain appropriate parking area and retail entrances exits and directional signs, markers and lights in the Krishna Bhumi Arcade as are visually required.
 - d) maintain the entire Krishna Bhumi Arcade including but not limited to the parking areas, driveways, service areas, work place steps leading to the Krishna Bhumi Arcade.
 - e) keep the Krishna Bhumi Arcade suitably lighted during and for appropriate periods before and after business hours.
 - f) maintain landscaping as necessary.
 - g) provide such security services as is prudent for the safety and security of the Krishna Bhumi Arcade.
 - h) clean, repair and maintain all utility systems that are a part of the common areas to the extent that they are not repaired and maintained by public utilities or by public agencies.
 - i) maintain lifts & escalator.
- x) The Vendor and/or Maintenance Agency shall keep all books of account and other records of the Krishna Bhumi Arcade in accordance with good accounting principles and procedure applied in a consistent manner keep statements, receipted bills and invoices and all other records covering all collections disbursement and other dates in connection with maintenance and management of common areas and facilities of the said Krishna Bhumi Arcade.
- xi) The Purchaser shall not be exempted from making payment of common maintenance charges on the ground for non use of common facilities of the said Krishna Bhumi Arcade.

THE FIRST SCHEDULE ABOVE REFERRED TO :

PART - I

1. By a Deed of Sale dated 19th August, 2010 registered at the office of the Sub-Registrar - II, Mathura Being No. 8416 for the year 2010 made

between Sunil Kumar Goutam , Moti Lal Goutam and Mohan Lal therein collectively referred to as the Vendors of the One Part and Snowwhite Infrastructure Pvt. Ltd. therein referred to as the Purchaser of Other Part, the said Sunil Kumar Goutam and others sold, transferred, conveyed by way of sale assigned and assured ALL THOSE pieces and parcels of land containing by admeasurement an area of 4.938 Hectares equivalent to 12.200 Acres be the same a little more or less out of which 4.233 Hectares equivalent to 10.460 Acres is comprised in Khasra No. 594 , and 0.705 Hectare equivalent to 1.740 Acres is comprised in Khasra No. 601, , situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, unto and in favour of the said Snowwhite Infrastructure Pvt. Ltd. absolutely and forever and on the terms and conditions therein mentioned.

2. By another Deed of Sale dated 10th December, 2010 registered at the office of the Sub-Registrar - II, Mathura Being No. 11930 for the year 2010 made between Gangaram therein referred to as the Vendor of the One Part and Snowwhite Infrastructure Pvt. Ltd. therein referred to as the Purchaser of Other Part, the said Gangaram sold, transferred, conveyed by way of sale assigned and assured ALL THOSE pieces and parcels of land containing by admeasurement an area of 1.562 Hectares equivalent to 3.860 Acres be the same a little more or less out of which 0.611 Hectare equivalent to 1.510 Acres is comprised in Khasra No. 612 , and 0.951 Hectare equivalent to 2.350 Acres is comprised in Khasra No. 614, , situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, unto and in favour of the said Snowwhite Infrastructure Pvt. Ltd. absolutely and forever and on the terms and conditions therein mentioned.

3. By another Deed of Sale dated 13th February, 2012 registered at the office of the Sub-Registrar - II, Mathura Being No. 1880 for the year 2012 made between Hare Krishna Movement, Vrindavan therein referred to as the

Vendor of the One Part and Snowwhite Infrastructure Pvt. Ltd. therein referred to as the Purchaser of Other Part, the said Hare Krishna Movement, Vrindavan sold, transferred, conveyed by way of sale assigned and assured ALL THOSE pieces and parcels of land containing by admeasurement an area of 3.263 Hectares equivalent to 8.050 Acres be the same a little more or less out of which 1.995 Hectares equivalent to 4.920 Acres is comprised in Khasra No. 599 , 0.640 Hectare equivalent to 1.580 Acres is comprised in Khasra No. 600, , 0.174 Hectare equivalent to 0.430 Acre is comprised in Khasra No. 596, and 0.454 Hectare equivalent to 1.120 Acres is comprised in Khasra No. 597, situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, unto and in favour of the said Snowwhite Infrastructure Pvt. Ltd. absolutely and forever and on the terms and conditions therein mentioned.

4. By another Deed of Sale dated 13th February, 2012 registered at the office of the Sub-Registrar - II, Mathura Being No. 1881 for the year 2012 made between Hare Krishna Movement, Vrindavan therein referred to as the Vendor of the One Part and Snowwhite Infrastructure Pvt. Ltd. therein referred to as the Purchaser of Other Part, the said Hare Krishna Movement, Vrindavan sold, transferred, conveyed by way of sale assigned and assured ALL THAT piece and parcel of land containing by admeasurement an area of 0.635 Hectares equivalent to 1.570 Acres be the same a little more or less comprised in Khasra No. 604 situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, unto and in favour of the said Snowwhite Infrastructure Pvt. Ltd. absolutely and forever and on the terms and conditions therein mentioned.

5. By another Deed of Sale dated 13th February, 2012 registered at the office of the Sub-Registrar - II, Mathura Being No. 1882 for the year 2012 made between Hare Krishna Movement, Vrindavan therein referred to as the Vendor of the One Part and Snowwhite Infrastructure Pvt. Ltd. therein referred

to as the Purchaser of Other Part, the said Hare Krishna Movement, Vrindavan sold, transferred, conveyed by way of sale assigned and assured ALL THAT piece and parcel of land containing by admeasurement an area of 0.864 Hectare equivalent to 2.135 Acres be the same a little more or less comprised in Khasra No. 606 , situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, unto and in favour of the said Snowwhite Infrastructure Pvt. Ltd. absolutely and forever and on the terms and conditions therein mentioned.

6. By another Deed of Sale dated 13th February, 2012 registered at the office of the Sub-Registrar - II, Mathura Being No. 1884 for the year 2012 made between Hare Krishna Movement, Vrindavan therein referred to as the Vendor of the One Part and Snowwhite Infrastructure Pvt. Ltd. therein referred to as the Purchaser of Other Part, the said Hare Krishna Movement, Vrindavan sold, transferred, conveyed by way of sale assigned and assured ALL THOSE pieces and parcels of land containing by admeasurement an area of 1.440 Hectares equivalent to 3.550 Acres be the same a little more or less out of which 0.348 Hectare equivalent to 0.860 Acre is comprised in Khasra No. 611 and 1.092 Hectares equivalent to 2.690 Acres is comprised in Khasra No. 605 , situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, unto and in favour of the said Snowwhite Infrastructure Pvt. Ltd. absolutely and forever and on the terms and conditions therein mentioned.

7. By another Deed of Sale dated 16th August, 2012 registered at the office of the Sub-Registrar - II, Mathura Being No. 10413 for the year 2012 made between R. C. Infinity Foundation therein referred to as the Vendor of the One Part and Snowwhite Infrastructure Pvt. Ltd. therein referred to as the Purchaser of Other Part, the said R. C. Infinity Foundation sold, transferred, conveyed by way of sale assigned and assured ALL THAT piece and parcel of land containing by admeasurement an area of 0.089 Hectare equivalent to

0.220 Acre be the same a little more or less comprised in Khasra No. 617, , situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, unto and in favour of the said Snowwhite Infrastructure Pvt. Ltd. absolutely and forever and on the terms and conditions therein mentioned.

8. By another Deed of Sale dated 16th August, 2012 registered at the office of the Sub-Registrar - II, Mathura Being No. 13458 for the year 2012 made between Hare Krishna Movement, Vrindavan therein referred to as the Vendor of the One Part and Snowwhite Infrastructure Pvt. Ltd. therein referred to as the Purchaser of Other Part, the said Hare Krishna Movement, Vrindavan sold, transferred, conveyed by way of sale assigned and assured ALL THAT piece and parcel of land containing by admeasurement an area of 0.980 Hectare equivalent to 2.420 Acres be the same a little more or less comprised in Khasra No. 37, situate lying at Village / Mouza – Chhatikara, Pargana - Vrindavan P.S. - Vrindavan in the Tehsil and District of Mathura, unto and in favour of the said Snowwhite Infrastructure Pvt. Ltd. absolutely and forever and on the terms and conditions therein mentioned.

9. By virtue of the said part recited several Deeds of Sale registered on diverse dates the said Snowwhite Infrasturcture Pvt. Ltd. being the Vendor herein became absolutely seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of ALL THOSE several pieces and parcels of lands containing by admeasurement a total area of 13.771 Hectares equivalent to 34.005 Acres be the same a little more or less out of which 0.980 Hectare equivalent to 2.420 Acres is comprised in Khasra No.37 in Mouza Chhatikara and 4.233 Hectares equivalent to 10.460 Acre is comprised in Khasra No.594 , 0.174 Hectare equivalent to 0.430 Acre is comprised in Khasra No. 596 , 0.454 Hectare equivalent to 1.120 Acres is comprised in Khasra No. 597 , 1.995 Hectares equivalent to 4.920 Acres is comprised in Khasra No. 599, 0.640 Hectare equivalent to 1.580 Acres comprised in Khasra No.600 , 0.705 Hectare equivalent to 1.740 Acres is

comprised in Khasra No. 601 , 0.635 Hectare equivalent to 1.570 Acres is comprised in Khasra No. 604, 1.092 Hectare equivalent to 2.690 Acres is comprised in Khasra No. 605, 0.864 Hectare equivalent to 2.135 Acres is comprised in Khasra No. 606, 0.348 Hectare equivalent to 0.860 Acre is comprised in Khasra No. 611, 0.611 Hectare equivalent to 1.510 Acres is comprised in Khasra No. 612, 0.951 Hectare equivalent to 2.350 Acres is comprised in Khasra No. 614, and 0.089 Hectare equivalent to 0.220 Acre is comprised in Khasra No. 617, situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, hereinafter referred to as the "said landed property" free from all encumbrances, mortgage, charges, tenants, sharecroppers, jotdas, asami, occupiers, lien, lispens, requisition and acquisition, claims and demands whatsoever or howsoever.

10. By a Deed of Exchange dated 16th August, 2012 registered at the office of the Sub-Registrar - II, Mathura Being No. 10419 for the year 2012 made between Hare Krishna Movement, Vrindavan therein referred to as the First Party and Snowwhite Infrastructure Pvt. Ltd. therein referred to as the Second Party, the said Hare Krishna Movement, Vrindavan granted and conveyed by way of exchange unto and in favour of the said Snowwhite Infrastructure Pvt. Ltd. absolutely and forever ALL THOSE several pieces and parcels of demarcated portions of land containing by admeasurement a total area of 2.199 Hectares equivalent to 5.433 Acres be the same a little more or less out of which 0.405 Hectare equivalent to 1.000 Acre is comprised in Khasra No.611 , 0.316 Hectare equivalent to 0.780 Acre is comprised in Khasra No.596 , 0.457 Hectare equivalent to 1.130 Acres is comprised in Khasra No.682 , 0.766 Hectare equivalent to 1.893 Acres is comprised in Khasra No.683 , 0.203 Hectare equivalent to 0.502 Acre is comprised in Khasra No.620 , 0.022 Hectare equivalent to 0.054 Acre is comprised in Khasra No.622 , 0.006 Hectare equivalent to 0.015 Acre is comprised in Khasra No. 623 and 0.024 Hectare equivalent to 0.059 Acre is comprised in Khasra No.595 , situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under

Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura morefully and particularly described in the Schedule therein mentioned and the said Snowwhite Infrastructure Pvt. Ltd. granted and conveyed by way of exchange unto and in favour of the said Hare Krishna Movement, Vrindavan absolutely and forever ALL THOSE several pieces and parcels of demarcated portions of land out of the said landed property containing by admeasurement a total area of 2.668 Hectares equivalent to 6.593 Acres be the same a little more or less out of which 2.304 Hectares equivalent to 5.693 Acres is comprised in Khasra No.594 and 0.364 Hectare equivalent to 0.900 Acre is comprised in Khasra No.614 , situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura morefully and particularly described in the Schedule therein mentioned.

11. By an order for exchange of land passed by the Court of Sub-Divisional District Judge, Mathura being an order No.16/year2011-12 dated 18th May, 2012 whereby the said Snowwhite Infrastructure Pvt. Ltd. became seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple possession of ALL THOSE several pieces and parcels of demarcated portions of land containing by admeasurement a total area of 0.209 Hectare equivalent to 0.516 Acre be the same a little more or less out of which 0.031 Hectare equivalent to 0.077 Acre is comprised in Khasra No.602 , 0.038 Hectare equivalent to 0.094 Acre is comprised in Khasra No.613 , 0.002 Hectare equivalent to 0.005 Acre is comprised in Khasra No.619 , 0.097 Hectare equivalent to 0.240 Acre is comprised in Khasra No.595 , 0.020 Hectare equivalent to 0.049 Acre is comprised in Khasra No.603 , 0.020 Hectare equivalent to 0.049 Acre is comprised in Khasra No.607 and 0.001 Hectare equivalent to 0.002 Acre is comprised in Khasra No.615 , situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura morefully described in the said order absolutely and forever and Gram Sabha, Sunrakh Bangar became seised and possessed of and/or otherwise

well and sufficiently entitled to in fee simple possession of ALL THOSE several pieces and parcels of demarcated portions of land out of the said landed property containing by admeasurement a total area of 0.194 Hectare equivalent to 0.480 Acre be the same a little more or less out of which 0.051 Hectare equivalent to 0.126 Acre is comprised in Khasra No.612 , 0.066 Hectare equivalent to 0.163 Acre is comprised in Khasra No.599 , 0.010 Hectare equivalent to 0.025 Acre is comprised in Khasra No.596 , 0.023 Hectare equivalent to 0.057 Acre is comprised in Khasra No.597 and 0.044 Hectare equivalent to 0.109 Acre is comprised in Khasra No.604 , situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura morefully described in the said order absolutely and forever.

12. By another Deed of Sale dated 22nd December, 2014 registered at the office of the Sub-Registrar - II, Mathura Being No. 18212 for the year 2014 made between Hare Krishna Movement, Vrindavan therein referred to as the Vendor of the One Part and Snowwhite Infrastructure Pvt. Ltd. therein referred to as the Purchaser of Other Part, the said Hare Krishna Movement, Vrindavan sold, transferred, conveyed by way of sale assigned and assured ALL THOSE pieces and parcels of land containing by admeasurement an area of 1.660 Hectares equivalent to 4.103 Acres be the same a little more or less out of which 0.201 Hectare equivalent to 0.497 Acre is comprised in Khasra No. 469 , 0.201 Hectare equivalent to 0.497 Acre is comprised in Khasra No. 470, , 0.201 Hectare equivalent to 0.497 Acre is comprised in Khasra No. 471, , 0.435 Hectare equivalent to 1.074 Acres is comprised in Khasra No. 590, , 0.029 Hectare equivalent to 0.072 Acre is comprised in Khasra No. 591, 0.142 Hectare equivalent to 0.351 Acre is comprised in Khasra No. 592, and 0.451 Hectare equivalent to 1.115 Acres is comprised in Khasra No. 593, , situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, unto and in favour of the said Snowwhite Infrastructure Pvt. Ltd. absolutely and forever and on the terms and conditions therein mentioned.

13. By another Deed of Sale dated 22nd December, 2014 registered at the office of the Sub-Registrar - II, Mathura Being No. 18214 for the year 2014 made between India Heritage Foundation, therein referred to as the Vendor of the One Part and Snowwhite Infrastructure Pvt. Ltd. therein referred to as the Purchaser of Other Part, the said India Heritage Foundation sold, transferred, conveyed by way of sale assigned and assured ALL THOSE pieces and parcels of land containing by admeasurement an area of 1.6519 Hectares equivalent to 4.084 Acres be the same a little more or less out of which 0.1699 Hectare equivalent to 0.420 Acre is comprised in Khasra No. 457 , 0.0222 Hectare equivalent to 0.055 Acre is comprised in Khasra No. 462, , 0.5058 Hectare equivalent to 1.250 Acres is comprised in Khasra No. 466, 0.7000 Hectare equivalent to 1.730 Acres is comprised in Khasra No. 467, 0.0240 Hectare equivalent to 0.059 Acre is comprised in Khasra No. 468, 0.2010 Hectare equivalent to 0.498 Acre is comprised in Khasra No. 472, and 0.0290 Hectare equivalent to 0.072 Acre is comprised in Khasra No. 591, situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, unto and in favour of the said Snowwhite Infrastructure Pvt. Ltd. absolutely and forever and on the terms and conditions therein mentioned.

14. By a Deed of Exchange dated 22nd December, 2014 registered at the office of the Sub-Registrar - II, Mathura Being No. 21669 for the year 2014 made between Hare Krishna Movement, Vrindavan therein referred to as the First Party and Snowwhite Infrastructure Pvt. Ltd. therein referred to as the Second Party, the said Hare Krishna Movement, Vrindavan granted and conveyed by way of exchange unto and in favour of the said Snowwhite Infrastructure Pvt. Ltd. absolutely and forever ALL THOSE several pieces and parcels of demarcated portions of land containing by admeasurement a total area of 0.979 Hectare equivalent to 2.420 Acres be the same a little more or less out of which 0.645 Hectare equivalent to 1.594 Acres is comprised in Khasra No.589 and 0.334 Hectare equivalent to 0.826 Acre is

comprised in Khasra No.590 situate lying at Village Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura morefully and particularly described in the Schedule therein mentioned and the said Snowwhite Infrastructure Pvt. Ltd. granted and conveyed by way of exchange unto and in favour of the said Hare Krishna Movement, Vrindavan absolutely and forever ALL THOSE several pieces and parcels of demarcated portions of land containing by admeasurement an area of 0.980 Hectares equivalent to 2.420 Acres be the same a little more or less comprised in Khasra No.37 situate lying at Village / Mouza - Chhattikara, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura morefully and particularly described in the Schedule therein mentioned.

15. By virtue of the said part recited several Deeds of Sale registered on diverse dates, Deeds of Exchange dated 16th August, 2012 and 22nd December, 2014 and order No.16/year 2011-12 dated 18th May, 2012 the said Snowwhite Infrastructure Pvt. Ltd. became absolutely seised and possessed of and or otherwise well and sufficiently entitled to in fee simple in possession of ALL THOSE several pieces and parcels of various land containing by admeasurement a total area of 16.628 Hectares equivalent to 41.068 Acres be the same a little more or less out of which 1.929 Hectares equivalent to 4.767 Acres is comprised in Khasra No.594 , 0.121 Hectare equivalent to 0.299 Acre is comprised in Khasra No. 595 , 0.480 Hectare equivalent to 1.185 Acres is comprised in Khasra No. 596 , 0.431 Hectare equivalent to 1.063 Acres comprised in Khasra No. 597 , 1.929 Hectares equivalent to 4.757 Acres comprised in Khasra No. 599 , 0.640 Hectare equivalent to 1.580 Acres is comprised in Khasra No. 600, , 0.705 Hectare equivalent to 1.740 Acres is comprised in Khasra No. 601, , 0.031 Hectare equivalent to 0.077 Acres is comprised in Khasra No. 602, , 0.020 Hectare equivalent to 0.049 Acre is comprised in Khasra No. 603, , 0.591 Hectare equivalent to 1.461 Acres is comprised in Khasra No. 604, 1.092 Hectares equivalent to 2.690 Acres is comprised in Khasra No. 605, 0.864 Hectare equivalent to 2.135 Acres is

comprised in Khasra No. 606, 0.020 Hectare equivalent to 0.049 Acre is
 comprised in Khasra No. 607, 0.753 Hectare equivalent to 1.860 Acres is
 comprised in Khasra No. 611, 0.560 Hectare equivalent to 1.384 Acres is
 comprised in Khasra No. 612, 0.038 Hectare equivalent to 0.094 Acre is
 comprised in Khasra No. 613, 0.587 Hectare equivalent to 1.450 Acres is
 comprised in Khasra No. 614, 0.001 Hectare equivalent to 0.002 Acre is
 comprised in Khasra No. 615, 0.089 Hectare equivalent to 0.220 Acre is
 comprised in Khasra No. 617, 0.002 Hectare equivalent to 0.005 Acre is
 comprised in Khasra No.619, 0.203 Hectare equivalent to 0.502 Acre is
 comprised in Khasra No. 620, 0.022 Hectare equivalent to 0.054 Acre is
 comprised in Khasra No. 622, 0.006 Hectare equivalent to 0.015 Acre is
 comprised in Khasra No. 623, 0.457 Hectare equivalent to 1.130 Acres is
 comprised in Khasra No. 682, 0.766 Hectare equivalent to 1.893 Acres is
 comprised in Khasra No. 683, 0.201 Hectares equivalent to 0.497 Acre is
 comprised in Khasra No. 469 , 0.201 Hectare equivalent to 0.497 Acre is
 comprised in Khasra No. 470, 0.201 Hectare equivalent to 0.497 Acre is
 comprised in Khasra No. 471, 0.435 Hectare equivalent to 1.074 Acres is
 comprised in Khasra No. 590, 0.029 Hectare equivalent to 0.072 Acre is
 comprised in Khasra No. 591, 0.142 Hectare equivalent to 0.351 Acre is
 comprised in Khasra No. 592, 0.451 Hectare equivalent to 1.115 Acres is
 comprised in Khasra No. 593, 0.1699 Hectare equivalent to 0.420 Acre is
 comprised in Khasra No. 457 , 0.0222 Hectare equivalent to 0.055 Acre is
 comprised in Khasra No. 462, , 0.5058 Hectare equivalent to 1.250 Acres is
 comprised in Khasra No. 466, 0.7000 Hectare equivalent to 1.730 Acres is
 comprised in Khasra No. 467, 0.0240 Hectare equivalent to 0.059 Acre is
 comprised in Khasra No. 468, 0.2010 Hectare equivalent to 0.498 Acre is
 comprised in Khasra No. 472, 0.0290 Hectare equivalent to 0.072 Acre is
 comprised in Khasra No. 591, 0.645 Hectare equivalent to 1.594 Acres is
 comprised in Khasra No.589 and 0.334 Hectare equivalent to 0.826 Acre is
 comprised in Khasra No.590 , situate lying at Village / Mouza - Sunrakh
 Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. -

Vrindavan in the Tehsil and District of Mathura, hereinafter referred to as the "said Entire Land";

PART - II

Area of Commercial Complex

ALL THAT divided and demarcated piece and parcel of land admeasuring 8145.15 Square meters be the same a little more or less out of the said Entire land comprised in Khasra No. 682 (part) and 683(part) respectively situate lying at Village/Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura;

THE SECOND SCHEDULE ABOVE REFERRED TO :

(Said Shop)

ALL THAT the said Shop No. _____ admeasuring about _____ Sq. ft. (carpet area), about _____ Sq. ft. (built-up area) and about _____ Sq. ft. (super built up area) on the _____ floor of the said Retail Commercial Project known as 'Krishna Bhumi Arcade' in an area of land more fully described in Part-II of the First Schedule hereinabove written situate at Mouza Sunrakh Bangar/Chhatikara Road, Vrindavan, District – Mathura together with right to park _____ car / two wheeler in covered / open car / two wheeler parking space in the parking area of the said building known as "Krishna Bhumi Arcade" together with undivided proportionate impartible variable share only in an area of the land underneath the said building attributable thereto and together with right to use and enjoyment of the common areas and amenities of the said Retail Commercial Project;

THE THIRD SCHEDULE ABOVE REFERRED TO :

(RIGHTS AND EASEMENTS EXCEPTED AND RESERVED)

PART – I

- a) The right in common with the Owners and occupiers for the time being of the other Shops and all others having the like right to use for the Purposes of access to and egress from the said Shop and such of the passages therein together with the right of laying and constructing and for the purpose of maintaining, repairing, renewing and cleansing any such channels, drains, pipes, conduits, underground cables serving the said Shop and other Shops and the said Retail Commercial Project.
- b) The right with or without workmen and necessary materials to enter from time to time upon the said Shop for laying pipes drains wires and conduits as aforesaid and for the purpose of repairing including inspection if necessary thereof.
- c) A right of free passage and running of water, soil, electricity and gas through any channels, drains, wires and pipes now existing or which may be constructed from time to time for the said Shop by other portion or portions of the other Shops.
- d) A right to attach to the joist immediately above the said Shop ceilings for the various parts of the Shop and right to do such things affecting such joist as may be necessary in the repair and replacement of such ceilings.
- e) The Vendor reserves these rights with respect to the common areas:-
- i) To use or permit, the use of such common areas by others to whom the Vendor may grant or may have granted such rights in such manner as the Vendor may from time to time designate including, but not limited to, truck and trailer sales and special promotional events.

- ii) To establish reasonable rules and regulations for the use of the common areas (including, without limitation, the delivery of goods and the disposal of trash).
- iii) To close all or any portion of the common areas to make repairs or changes, to prevent the dedication of the common areas or the accrual of any rights to any person or the public, or to discourage, non-customers use of parking.
- iv) To change the layout of such common areas including the right to add to or subtract from the size whether by the addition or relocation of buildings, improvements or otherwise.
- v) To enter into operating agreements with respect to the common areas with the management agency.
- vi) To do such other acts in and to the common areas as in the vendor's judgment may be desirable.

THE FOURTH SCHEDULE ABOVE REFERRED TO :
(RIGHTS AND EASEMENTS ATTACHED)

a) The Purchaser shall be entitled to all privileges and rights including right of vertical and lateral supports easements quasi-easements appendages and appurtenances whatsoever belonging or in any way appertaining to the said Shop.

b) The Purchaser and his Servants, Agents, Employees and invitees shall have the right of access in common with the Owners and occupiers for the time being of the other Shops at all times and for necessary purposes connected with the use and enjoyment of their respective Shops and common parts with vehicles over and along the drive way and/or pathways for entry into the said building provided always and it is hereby declared that nothing herein contained shall permit the Purchaser and/or his servants, agents and employees to obstruct in any way by vehicles,

deposit of materials rubbish or otherwise free passage of other persons properly entitled to such rights of way as aforesaid.

c) The Purchaser shall have the right of protection of the said Shop by or from all parts of the said building so far as may be necessary including right of support both vertical as well as lateral and right of passage in common as aforesaid of electricity, telephone, water and soil from and to the said Shop through pipes, drains, wires and conduits being in under through or over the said building or any part thereof so far as may be reasonably necessary for the beneficial occupation and enjoyment of the said Shop.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

(Common Areas)

Part - I

1. The foundation, RCC framed structure, hall-areas, lobbies, stairs, stairways, lift well, escalator areas, landings, entrances, exits and pathways ramp driveways.
2. Fire Control Areas.
3. Common passage and lobby on ground floor excepting car parking area, if any.
4. Tubewell, if any.
5. Water pump, water tank, water pipes and other common plumbing installation.
6. Transformer if any, electric wiring, motor and fittings.
7. Drainage and sewers including manholes, etc.
8. Sewage Treatment Plant
9. Pump house.
10. Common Toilets.
11. Boundary walls and main gates.
12. Pedestrian ways, service roads and landscaped areas.
13. Management Office and its Administrative Office.

14. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space in or around the said building as are necessary for passage to or use and occupancy of the shops and as may be specified by the Vendor expressly to be the common parts after construction of the said 'Krishna Bhumi Arcade' in the said Retail Commercial Project but excluding the other open and/or covered areas or space which shall be used or allowed to be used by the Vendor at its discretion for different purposes.

ADDITIONAL AMENITIES AND FACILITIES

Part - II

1. The Vendor has provided following additional amenities and facilities in the said Retail Commercial Project:-
- a) Rain Water Harvesting
 - b) 24 hours Water Supply
 - c) Security arrangement
 - d) Adequate Fire Fighting System
 - e) Electronic Surveillance System
 - f) Adequate Power Back-up
 - g) Lift & escalator
 - h) Air-conditioning

THE SIXTH SCHEDULE ABOVE REFERRED TO :

(Common Expenses)

1. The costs and expenses of administration and maintaining, redecorating, repairing and renewing etc. of the main structure, the roof, gutters, and water pipes and for all purposes drains, conduits and electric cables and wires, common lightings, fixtures fittings and equipment, in under or upon the said Krishna Bhumi Arcade and enjoyed or used by the Purchasers in common with other occupiers or serving more than one shop in the said Krishna Bhumi Arcade, main entrance, landing and stair cases of the said Krishna Bhumi Arcade and enjoyed by the Purchasers or used by

him/her/them/it in common as aforesaid and the boundary walls of the Retail Commercial Project, compounds, terrace, elevators, pumps, water reservoir, fire system, electrical and other installations.

2. The cost of cleaning and lighting the main entrance, passage, landings, stair cases conduits and other parts of the said Krishna Bhumi Arcade so enjoyed and used by the Purchasers in common as aforesaid and keeping the adjoining spaces in good and repaired conditions.

3. The cost of salaries of janitors/ officers, clerks, bill collectors, liftman, sweepers, caretakers, plumber, security guards, gardeners, electricians, etc.

4. Maintaining all Common Areas, Common Amenities and Facilities as specified in the Fourth Schedule hereinabove.

5. Providing and arranging for emptying receptacles for rubbish.

6. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central, state or local) assessed charged or imposed upon or payable in respect of the said shop and Krishna Bhumi Arcade or any part thereof excepting in so far as the same are responsibility of the individual owners/occupiers of any shop.

7. Abating any nuisance and executing such works as maybe necessary for complying with any notice served by a local authority in connection with the development of the said Krishna Bhumi Arcade or any part thereof so far as the same is not the liability of or attributable to the shop of any individual Purchaser of any shop.

8. Generally managing, maintaining and administering the development and protecting the common areas, common facilities and amenities in the said Krishna Bhumi Arcade as stated in Part-II of the Fourth Schedule

hereinabove written and for that purpose employing any contractor or maintenance agency and incurring necessary expenses in this regard and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the shops.

9. Keeping the private road and all pathways appertaining thereto in good repair and clean and tidy and edged where necessary and clearing the private road and pathways when necessary.

10. Paying a fair proportion of the cost of clearing, repairing, reinstating any drains and sewers forming part of the said entire land and/or sub-divided land and Krishna Bhumi Arcade.

11. Providing suitable facilities for disposing of refuse, compacting it or removing it from the said entire land and/or sub-divided land and Krishna Bhumi Arcade.

12. Supplying maintaining, servicing, and keeping, in good condition and if appropriate renewing and replacing all fixtures, fittings, furnishings equipment or any other thing which may be considered desirable for performing the services or for the appearance or upkeep of the said entire land and/or divided and demarcated land and Krishna Bhumi Arcade.

13. Erecting, providing maintaining renewing and replacing notice boards and other signs in the said Krishna Bhumi Arcade.

14. Discharging the reasonable or proper cost of any service for better and more efficient management and use of the said entire land and/or sub-divided land and for the comfort and convenience of the occupants.

15. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations, orders and

bye-laws made thereunder relating to the said Krishna Bhumi Arcade or the building or any part thereof excepting those which are responsibility of the Vendor/occupier or Purchaser of any Shop.

16. The purchase, maintenance, renewal and insurance as may from time to time consider necessary, for the carrying out of the acts and things mentioned in this schedule.

17. All such other expenses, management fees, facility services fees and outgoings as are deemed/charged by the Vendor/Maintenance Agency to be necessary for and incidental thereto.

THE SEVENTH SCHEDULE ABOVE REFERRED TO :

RESTRICTIONS

1. Not to sub-divide the said Shop and/or the car parking space, if allotted, or any portion thereof. Car-parking, if any allotted, shall always be treated as integral part of the above said Unit and the same shall not have any independent legal entity detached from the said allotted Unit.

2. Not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or other refuse within the said Shop or in the building and/or compound or in any portion of the building or in any part of the said Krishna Bhumi Arcade or in the Common parts save at the places indicated therefor ;

3. Not to keep or store and/or allow to be kept or stored any offensive combustible obnoxious hazardous or dangerous article in the said Shop or in the common areas and not to block any common areas of the building and/or Krishna Bhumi Arcade in any manner and must comply with the requirements and recommendations of the fire authority and the

management agency as to fire precautions to be taken relating to the said Krishna Bhumi Arcade.

4. To maintain repair the intruder and fire alarm and ancillary equipment installed at the said Shop therein.

5. Not to keep any heavy article or thing, operate any machine as is likely to endanger the structure of the building or damage the floor or roof or outer walls of any Shop ;

6. Not to do anything that will lessen or diminish the support, shelter or protection given by the said shop to all or any parts of the said building and the shops within or permit or suffer anyone at the said shop expressly or impliedly with his permission or under his control to do so and in particular must not subject the Floor of the said shop to overloading and distribute any load so that no one square feet of the floor at any time is overloaded.

7. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the stability of the building or any part thereof;

8. Not to fix or install air-conditioner/s in the said Shop save and except at the place/s which have been specified in the said Shop for the same;

9. Not to do or cause anything to be done in or around, the said Shop which may cause or tend to cause or tantamount to cause or affect any damage to the said Shop or to the flooring or ceiling of the said Shop or any other portion over or below the said Shop or any part thereof or the fittings and fixtures affixed thereto;

10. Not to permit any alterations in the elevation and outside colour scheme of the exposed walls of the Shop or any external walls or both the

faces of the external doors and windows including the grills of the said Shop and to maintain the same as per sanctioned plan;

11. Not to fix grills in the verandah and/or windows which are not as per the designs suggested or approved by the Vendor and/or its Architect;

12. Not to make in the said Shop any structural additions and/or alterations such as beams, columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Vendor and/or any concerned authority subject however to compliance of the sanctioned plan;

13. Not to fix or install any antenna on the roof of the said building or any window antenna;

14. Not to use the said Shop or permit the same to be used for any purpose whatsoever other than for Commercial purposes and not to use the same for any purpose which may or is likely to cause any disadvantage discomfort nuisance or inconvenience to the other users and occupiers of the said building Krishna Bhumi Arcade and/or the said Retail Commercial Project and the neighbouring premises and shall not use the said Shop for any illegal or immoral purposes or as a boarding house, club house, health center, nursing home, amusement or entertainment center, eating or catering place, dispensary, clinic, gymnasium or as a meeting place or for any manufacturing or industrial activity ;

15. Not to obstruct any entrances, accessways, roads or foot paths within the said Krishna Bhumi Arcade in any way whatsoever or erect any structure thereat or hinder or interfere with the use of them by the other purchasers of the Krishna Bhumi Arcade who are lawfully entitled to use the same;

16. Not to use the car parking space, if any allotted to the Purchaser, or permit the same to be used for any other purpose whatsoever other than for the parking of the Purchaser's own road worthy car and not to raise or put up any kutcha or pucca construction, grilled wall, enclosures thereon or part thereon and to keep the same always open and not to permit any person to stay/dwell there or store any articles therein;

17. Not to park or allow its car to be parked or stand any vehicle, including any bicycle, scooter, perambulator or similar vehicle in the pathway approaches or in the open spaces or at any other place at the said Krishna Bhumi Arcade except at the space, if any, allotted to him/her/them/it and must not permit or suffer anyone expressly or impliedly with his/her/them/it permission or control to do so;

18. Not to leave or caused to be left any furniture, cycle, perambulator, toy box, parcel, bottle or other thing nor any refuse or rubbish in any entrance landing passage stairway lift or other common part of the said Krishna Bhumi Arcade, nor shall the Purchaser throw or allow to be thrown anything whatsoever nor any refuse or rubbish out of any window of the said Shop;

19. Not to make or suffer any unreasonable noise in the said Shop by way of playing Loud Speaker any musical instruments singing or otherwise;

20. Not to allow any person or child to loiter or play in or about any entrance, landing passage stairway or any other common parts of the Krishna Bhumi Arcade save and except the places specified for playing;

21. To use only those common areas as are mentioned in the Fifth Schedule hereto, for ingress and egress to the said Shop, in common with the other occupiers of the Krishna Bhumi Arcade and the Purchaser shall have no right on any other portion and/or space in the building and/or the said Krishna Bhumi Arcade;

22. Not to use any part of the said entire land or divided and demarcated areas of the said land as any access way to or from the adjoining Entire land or permit or suffer anyone expressly or impliedly with his permission or under his control to do so;

23. Not to construct or create any gateway or any similar opening affording access from any part of the said entire land to any part of the divided and demarcated areas of the said land.

24. At all times to clean and maintain the said Shop in all respects to a high class Commercial standard so that the said Shop does not detract in any way from the overall standard of cleaning and maintenance of other Shops in the said Retail Commercial Project known as 'Krishna Bhumi Arcade'.

25. To keep at all times the interior walls, fittings, fixtures, appurtenances, floor, ceiling etc. of the said Shop in perfect condition and repair so as not to cause any damage to the building or any other space or accommodation thereon and keep the other occupiers of the building and/or Krishna Bhumi Arcade indemnified from and against the consequences of any damage arising therefrom;

26. Not to paint, varnish, clad or otherwise decorate the exterior surfaces of the said Shop including the common passage for ingress and egress to the said Shop and the existing colour scheme and surface texture of the exterior surface must be maintained.

27. Not to put or affix any sign- board, glow sign, name plate or other things or other similar articles in any of the common areas or outside walls and doors of the said Shop and/or Krishna Bhumi Arcade save at the place and in the manner expressly permitted in writing by the Vendor/Management Agency.

28. Not to cause or permit any person to distribute leaflets, advertisements, handbills, samples or any other materials in any area other than the said shop.

29. Not to cause or permit any person to display any advertisement or to verbally solicit business in any area other than the said shop.

30. Not to cause or permit any advertising to be broadcast by any means into any area other than the said shop.

31. Not to cause or permit any of the foregoing activities to occur in any parking area or any area common to all shop owners.

Provided above provision shall not apply to special activities organised for the purpose of promoting and advertising all the shops at the said Krishna Bhumi Arcade

32. Not to place any show board, name bill, poster, placard, advertisement, drawing or notice of any description on any external part of the said Shop or on any of the windows, place any article in a window sill that is visible from outside;

33. Not to erect any notice board or sign on any part of the said divided and demarcated land or the entire land and must not display any advertisement or offer or hoarding or structure thereon;

34. Not to erect any external satellite dish, aerial for receiving television signals on any part of the said Shop except at specified space with the consent of the Vendor/Management Agency ;

35. Not to cut down, lop or top any of the timber or other trees, shrubs or bushes growing on the said entire land or any part or parts of divided and

demarcated areas of land or permit or suffer any person under his control to do so. The Purchaser must preserve the trees, shrubberies, hedges and underwood on the said entire land from damage or injury, by cattle or otherwise and preserve through the maintenance Agency all existing trees and shrubs planted on certain portions of divided and demarcated areas of land and/or the said entire land ;

36. Not to obstruct or object to the Vendor doing or permitting any one to do any construction, alteration or work in the said building of Krishna Bhumi Arcade and/or Retail Commercial Project and/or any area of the said entire land and the Purchaser hereby consents to the same;

37. Not to affix or draw any wires, cables, pipes etc., from and to or through any of the common areas or other Shops;

38. Not to obstruct damage or render inoperative any conduits such as drain, sewer, pipe, spout or conduit used for the passage of water or soil in common with the owners of the other Shops;

39. Not to do or cause to be done or allow any act, deed, matter or thing whereby the use and enjoyment of the common areas parts and common amenities of the said Retail Commercial Project be in any way prejudicially affected or vitiated ;

40. Not to do anything on the said entire land or permit or suffer anything to be done that would hinder or interfere in any way with the development of the said Entire Land;

41. The Purchaser shall keep and maintain the shop in good order, condition and repair including without limitation all plumbing and sewage facilities in the said shop, floors, doors, locks and other devices, windows and frames, glass and plate grills, all electrical facilities and equipments and all

other appliances and equipment of every kind and nature attached to the said shop.

42. The Purchaser will at his own cost and expenses install or construct any improvements equipment and fixtures required by it as a consequence of the purchaser's occupancy of the said shop. In case of any damage to the glass plates or any breakable structure the Purchaser will replace any damaged plates, glass within 48 hours after the occurrence of such damage. All repairs, restoration, replacements by the Purchaser will be in quality and class equal to the original work or installation. The Vendor and/or Maintenance Agency will have the right to supervise the making of repairs, restorations and replacements by the Purchaser and to charge the Purchaser for its reasonable costs of doing so. If the Purchaser fails to maintain the said shop or to make those repairs, restorations or replacements they shall be made by the Vendor and/or Maintenance Agency at the expense of the Purchaser and the expense including 15% for the Vendor's overhead will be collected by the Vendor and/or Maintenance Agency's and such additional charges will be paid by the Purchaser forthwith upon receiving delivery of a statement for the expense;

43. The Purchaser hereby covenants with the Vendor that the Purchaser shall not:-

- a) do anything that may or will terminate, obstruct, diminish, restrict, interrupt, interfere with or in any way impede or prejudice the free flow of water through the water pipe within the boundaries of the said entire land and/or the retained land;
- b) do anything detrimental to the quality of water passing through the water pipes within the said entire land and/or the retained land;

- c) do anything as a result of which the Water Pipe is tapped or in anyway connected into whether or not for the benefit of any third party or permit or suffer anyone expressly or impliedly with his permission or under his control to do so.
- d) use the water supplied for any purpose other than normal use;
- e) waste water and take adequate steps to protect all pipes within the said Shop as well as in the common paths and passages against any form of leakage and keep the same in good repair and condition and watertight and as often as necessary renew or replace it either wholly or partially;

44. The Purchaser shall have only right to use undivided proportionate impartible right and interest in the common area of the said building (save those reserved unto the Vendor) along with the other Shop holders co-owners and shall not do any act deed or thing which may in any way prevent and/or restrict the rights and liberties of the Vendor or the other Shop holders;

45. To regularly and punctually pay and discharge to the Vendor and/or Maintenance Agency or the concerned statutory Semi-Government body as the case may be all rates, taxes, maintenance charges, common expenses, impositions management fees and all other outgoing in respect of the said Shop and the rights appurtenant thereto and also proportionately for the common areas and/or portions as described under the Fifth Schedule and the common expenses as described in the Sixth Schedule hereunder written in advance within the 7th day of every month according to the English Calendar and such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said Shop has been taken or not by the Purchaser;

46. The proportionate rate and/or amount payable by the Purchaser for the common expenses which shall include Management fees shall be decided by the Vendor and/or Maintenance Agency from time to time and the Purchaser shall be liable to pay the same and the statement of account of the apportionment of charges as prepared by the Vendor and/or Maintenance Agency shall be conclusive final and binding and the Purchaser shall not be entitled to dispute or question the same;

47. So long as each Shop in the said building and/or Krishna Bhumi Arcade is not separately assessed and mutated, the Purchaser shall from the date of possession and/or occupancy certificate, whichever be earlier, be liable to pay the proportionate share of all the rates and taxes assessed on the entirety of the said Krishna Bhumi Arcade and such proportion to be determined by the Vendor / Maintenance Agency on the basis of the area of the said Shop;

48. The common services for use of the said Shop by the Purchaser shall be restricted from 8 A.M. in the morning till 9 P.M. in the evening for all working days and/or part of working days as may be decided by the Vendor and/or maintenance Agency;

49. After registration of this Deed of Conveyance, the Purchaser shall take steps to have the said Shop separately assessed and mutated. The Purchaser shall be liable and responsible for all the costs and consequences of non-observance of this clause;

50. In case the Purchaser defaults or delays in making payment of all the aforesaid expenses, then the Vendor and/or Maintenance Agency shall also be entitled to withhold all utilities and facilities to the Purchaser and/or the said Shop, including electricity, water supply and/or other services, amenities and facilities during the time that the Purchaser is in default. In addition the said Shop shall be deemed to be charged in favour of the Vendor and/or

Maintenance Agency as the case may be for all such amounts falling due together with interest;

51. In case the Vendor and/or Maintenance Agency condones the default of the Purchaser, then and in such event, the Purchaser shall along with such dues and/or arrears, pay compensation for the loss and/or damages suffered by the Vendor and/or Maintenance Agency and also interest at the rate of 12% percent per month for the period of default on all amounts remaining unpaid together with reconnection charges;

52. The Purchaser agrees to indemnify to the Vendor in respect of any losses, damages or charges, claims and demands which the Vendor may suffer on Purchaser's account in terms of this Indenture;

53. The Purchaser hereby agrees and undertake to pay the Goods and Services Tax, GST, if any, against the consideration amount, if applicable and implemented by the concerned authorities without any default and on demand to the Vendor and/or the maintenance Agency;

54. The right of the Purchaser shall remain restricted to the said Shop only and ingress and egress over the common paths and passages leading to the said Shop and the Purchaser shall have no right nor shall claim any right over and in respect of any other Shops, constructed areas, retained lands and retained parts and other areas or open space including roof of the said Krishna Bhumi Arcade;

55. The Purchaser after expiry of 5 years from the date of taking delivery of possession of the said Shop shall not raise any dispute or claim on the pretext of inferior quality of materials or in respect of any other defects in the construction of the said Shop and/or in respect of the measurement of the area comprised of the said Shop and the said building and/or Krishna Bhumi

Arcade including structural defect or any other defect in workmanship, or quality in the said Shop;

IN WITNESS WHEREOF the parties hereto have executed these presents on the day month and year first above written.

SIGNED SEALED AND DELIVERED

by the VENDOR at _____

In the presence of :-

SIGNED SEALED AND DELIVERED

by the PURCHASER at _____

In the presence of :-